

Decision of the ADVERTISING REGULATORY BOARD

Complainant	Wynand Louw
Advertiser	AllLife (Pty) Ltd
Consumer/Competitor	Consumer
File references	382 - AllLife - Wynand Louw
Outcome	Upheld
Date	4 October 2019

The Directorate of the Advertising Regulatory Board has been called upon to consider a complaint lodged by Wynand Louw against AllLife’s television commercial flighted on Etv Extra OVHD promoting its “Cover for the Living” insurance product.

The commercial is in the form of a testimonial and goes as follows:

The gentleman: “*Are you living with HIV? What you hear next can change your life.*” At this stage the wording “**Are you living with HIV?**” appears on screen.

The lady: “*I looked at a couple of banking institutions to try and get a home loan, and unfortunately because of my HIV status I was turned down.* At this stage the wording “**Up**

to R10 Million Life Cover” appears on screen. *“I was turned down by all of them. Then I saw an ad on television about AllLife and that they offer comprehensive life cover for people living with HIV.”*

At this stage the wording **“For people living with HIV”** appears on screen.

“At first I was sceptical, I didn’t believe it. But, then I called in. Basically by the end of that call, I was covered already.”

At this stage the wording **“For people living with HIV Full cover from day One”** appears on screen.

“That is why I have been with AllLife since, because this is my next addition to the family.”

The lady rubs her pregnancy with her right hand. *“And to be quite honest, I am more confident with every pregnancy because I know that AllLife is there with me.”* The wording **“You get a team on your side to help you stay healthy”** appears on screen. *“ot just covering me after I have passed on, but covering me for now”.*

The gentleman reappears on screen and states: *“Portia Maruma called AllLife. You should too. AllLife offers up to R10 million life cover for men and women living with HIV. Sms ‘Living’ to 48042 or call now”.*

The commercial ends with the following wording on screen: **“SMS ‘LIVING’ TO 48042 OR CALL 0861 44 88 82 NOW”.**

Complaint

The Complainant submitted that the testimonial is misleading as it creates the perception that other companies do not cover HIV positive clients. The commercial is factually untrue as the Complainant can prove that at least four other insurers cover HIV positive clients.

Response

The Advertiser submitted that the testimonies featured in its commercials are based on real life stories from its clients who were willing to come forward and share their stories. Until recently, AllLife (established in 2005) was the first company to offer life cover to people living with HIV and Diabetes.

The Advertiser acknowledged that the market has evolved and most life companies offer life cover for chronic illnesses. However, Portia Maruma took cover with the Advertiser back in 2010, when the environment was different and indeed no other company could take on the risk, and that was her lived experience. The Advertiser pointed out that it prides itself on providing a service to the community that no other insurer is able to do and the fact that it has many thousands of people who enjoy this very unique cover is testament to this.

Application of the Code of Advertising Practice

The following clause was considered in this matter:

Misleading claims – Clause 4.2.1 of Section II

Decision

Having considered all the material before it, the Directorate of the ARB issues the following finding.

The Complainant submitted that the advertising is factually untrue and therefore misleading as there are at least four insurance companies that offer life cover to people living with HIV. The Advertiser conceded that the market has now evolved and there are indeed other companies that offer life cover to people living with HIV. It, however, argued that the character in its commercial took out cover in 2010 and testifies to her own experience.

It is common cause between the parties that the commercial is a testimonial. It is relevant therefore to consider the provisions of the Code dealing with testimonials. Clause 10.1 of Section II provides that “Advertisements should not contain or refer to any testimonial or endorsement unless it is genuine and related to the personal experience over a reasonable period of the person giving it. Testimonials or endorsements which are obsolete or otherwise no longer applicable. . .should not be used”. It also states, “Testimonials themselves should not contain any statement or implication contravening the provisions of this Code and should not be used in a manner that is likely to mislead”.

It is accepted that the character, Portia Marumo, expresses her personal experience. However, the expression is not in sync with the current market environment as the market has evolved since 2010. The Advertiser acknowledges this fact by conceding that other companies now offer life cover for people living with chronic diseases.

In addition, and critically, nothing in the commercial alludes to the change. Ms Marumo does not use wording such as “in 2010, when I was looking for insurance” or “at the time there was no-one else offering this insurance”. The hypothetical reasonable person would therefore understand that in the *current* market:

- a) it is impossible to obtain life cover from other insurance companies if living with HIV; and
- b) The Advertiser is the only company providing life cover to people living with HIV.

In the circumstances, the Directorate finds that the advertising is misleading and therefore in contravention of Clause 4.2.1 of Section II of the Code of Advertising Practice.

Sanctions

The Advertiser is instructed to withdraw or amend the commercial in line with this decision within the deadlines set out in Clause 15.3 of the Procedural Guide. For television, this is “immediately as deadlines permit”.

The Advertiser is reminded that in terms of Clause 15.5 of the Procedural Guide, decisions apply to the advertising in whatever medium it may appear.