

Decision of the ADVERTISING REGULATORY BOARD

Complainant	Jess Henson
Advertiser	First For Women Insurance Company Limited
Consumer/Competitor	Consumer
File references	First for Women - Jess Henson
Outcome	Dismissed
Date	26 July 2019

The Directorate of the Advertising Regulatory Board has been called upon to consider a complaint lodged by Jess Henson against a television commercial for First For Women Insurance Company promoting car and household insurance cover for women.

Description of the advertising

In the commercial, a female voice over states: “You like things, things that vroom, things that boom, things that make the room, things that match, thing that..., things that..., things that fit, things that ring, things that bling. You like things, go get things. We’ve got you covered. Switch to First For Women and save up to R870 per month with car and home insurance specifically designed for women so you can go get those things.”

The visuals show women with various things including shoes, clothes and car keys.

The following wording appears on the screen during and at the end of the commercial:

- “Go get things”
- “Save up to R870 per month”
- “1st for women”
- “Insurance specifically designed for women.”
- “Find out more at www.ffw.co.za”.

Complaint

The Complainant submitted that she finds the suggestion that women want to save money to buy "things" like jewellery and cushions highly offensive and belittling. She noted that it is an inappropriate premise for pushing a product in an age where women are running their own businesses and their own lives. Women are not frivolous, greedy, materialistic and mindless – they are considerate, careful, strategic, and thoughtful. She argued that the advertisement aims to profit through the manipulation of a disempowered audience that doesn't realise the insult.

Response

The Respondent submitted that:

- The commercial promotes insurance products specifically designed for the South African woman, to meet the demands of her world. It recognises that women have different insurance needs and its products are specifically designed to meet those unique needs.
- The depicted settings and scenarios were chosen as they relate directly to the respondent's insurance products offering. The type of products that are being promoted includes insurance for portable possessions, home contents and for vehicles. The depicted images/items relates to each type of cover available for such items.

- The images shown are realistic items that women most likely own. The aim of the commercial is to educate women on the risks involved with owning such items and the insurance products available to women to mitigate the risk of losing something they have purchased with their money.
- The commercial does not suggest that women should use the saving described to buy "things" like the depicted items. The saving message illustrates a saving in relation to purchasing the insurance product being promoted.

Application of the Code of Advertising Practice

The following clauses were considered in this matter:

Offensive Advertising - Clause 1 of Section II

Gender - Clause 3.4 of Section II

Decision

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

Gender

The Directorate understands the Complainant's concern regarding harmful gender stereotypes especially regarding women, as these do contribute towards inequality in our society. The Directorate also rejects the Advertiser's contention that there is nothing in the commercial that implies that women can use the savings to buy things – the wording of the commercial quite clearly states, “. . .save up to R870 per month with car and home insurance specifically designed for women so you can go get those things.” (our emphasis). It does not, for example, say “Get insurance cover for your possessions so that you can get those things”. While at a stretch, the Directorate can accept that there is some aspect of the commercial that implies one can get insurance for the illustrated “things”, this is certainly not the primary takeout.

In addition, the Directorate concurs that the things that are illustrated are overwhelmingly frivolous, with the exception of the car and a brief glimpse of a laptop. There is no balancing

message – such as that women work hard for their things, and that women have interests in buying more serious investments, and that women are contributing to the well-being of people other than themselves. One is left with an impression of women as materialistic and frivolous. The Directorate finds this distasteful and stereotypical.

However, not every instance of stereotyping is in breach of the Code, and the Directorate is charged with applying the rules in the Code.

Clause 3.5 of Section II states that gender stereotyping or negative portrayal are not permitted in advertising, unless such a stereotyping or portrayal is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom. The Code defines “gender stereotyping” as advertising that portrays a person or persons of a certain gender in a manner that exploits, objectifies, or demeans them (our emphasis).

Having carefully considered this matter, and taking into account the probable impact as a whole upon those who are likely to see or hear the commercial, the Directorate concludes that the stereotyped generalisations used in the commercial do not exploit, objectify or demean women. There is no communication that the women in the commercial are inferior to men, or in any way in the wrong. The women are not objectified or demeaned in any manner. The Directorate also accepts that this is a brand that caters to women specifically, and that while the commercial itself is not particularly empowering, the brand philosophy is. The hypothetical reasonable viewer would, to some extent, interpret this commercial with this in mind.

In the circumstances, the Directorate finds that it cannot be said that the commercial contravenes Clause 3.5 of Section II of the Code by negatively stereotyping women in the manner defined in the Code.

Offence

Clause 1 of Section of the Code states “No advertising may offend against good taste or decency or be offensive to public or sectorial values and sensitivities, unless the advertising is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom.”

It appears that the complainant is offended by the commercial because what she believes to be its inappropriate message that belittles women by suggesting that they want to save money to buy "things". The Directorate has, however, found that the commercial does not portray women negatively in any way that is contrary to the prescription of the Code. In light of the above finding, the cause for offence falls away. In this regard, the Directorate notes that a discomfort, or view that the commercial is in bad taste, can never on its own be a case for a finding in terms of this clause.

It is also noted that while a question of offence will never be decided solely on the number of complaints, the commercial was flighted extensively and only one complaint was received. While this is indicative of some level of offence, it would not appear that the offence is widespread, sectoral or serious in terms of Clause 1 of Section II of the Code.

Based on the above, the commercial does not contravene Clause 1 of Section II of the Code.