

Case Reference	R/E/I/007
Title	“Clearly Better” Advertisements by StarHub Pte Ltd
Case Opened	16 August 2001
Case Closed	13 September 2001
Complainant	Singapore Telecommunications Ltd (“SingTel”)
Respondent	StarHub Pte Ltd (“StarHub”)
Case Summary	<p>SingTel alleged that StarHub has breached Section 7.4.1 “False or Misleading Claims” of the Telecom Competition Code (“Code”) with its “Clearly Better” advertisements which claimed or suggested that StarHub’s IDD 008 service was clearly better than all available IDD services in the market in terms of quality. There was no objective evidence provided by StarHub to support its claim or suggestion.</p> <p>SingTel also alleged that StarHub has breached Section 7.4.4 “Interference with End User or Supplier Relationships” of the Code as StarHub’s advertising campaign was reasonably likely to mislead end-users into believing StarHub’s unsubstantiated claim/suggestion and thus induced end users to use StarHub’s IDD 008 service and cease using its competitors’ IDD services.</p>
IDA’s Determination	<p>IDA determined that:</p> <ol style="list-style-type: none"> a) StarHub’s advertisements highlighted the various product/service differentiation or distinguished features with StarHub’s IDD 008 service and the benefits its IDD 008 user would get. b) Information such as type of international call service, charging mechanism and applicable rates associated with StarHub’s IDD 008 services were indicated in the advertisement to support its advertising message. c) StarHub’s advertisement did not create an impression that its IDD 008 service was superior than all available IDD services in the market in terms of quality as no such comparison had been made in the advertisement. d) There was also no conclusive evidence to support SingTel’s claim that StarHub had sought to induce end-users to cease doing business with competing licensees. <p>IDA concluded that StarHub did not breach Sections 7.4.1 and 7.4.4 of the Code.</p>

