

Case Reference	R/E/I/023
Title	Singapore Telecom Mobile Pte Ltd's Advertisements "From North to South, East to West, SingTel Mobile Covers You Best" on 16 and 21 October 2002 in Straits Times ("Advertisements")
Case Opened	20 November 2002
Case Closed	24 January 2003
Complainant	MobileOne Asia Pte Ltd ("M1") and StarHub Mobile Pte Ltd ("StarHub Mobile")
Respondent	Singapore Telecom Mobile Pte Ltd ("SingTel Mobile")
Case Summary	<p>M1 and StarHub Mobile submitted that SingTel Mobile had infringed Section 7.4.1 of the Telecom Competition Code ("Code") in its Advertisements "From North to South, East to West, SingTel Mobile Covers You Best" on 16 and 21 October 2002 in Straits Times:</p> <p>(a) SingTel Mobile's Advertisements had claimed that it was "Best in Voice Quality", "Best in Call Success Rate" and "Best in Lowest Drop Call" based on SingTel Mobile's results quoted from IDA's quarterly Quality of Service ("QoS") report on cellular network performance measurement system survey for April – June 2002. M1 and StarHub Mobile alleged that SingTel Mobile had made incorrect and misleading claims because M1's performance for Call Success Rate and Voice Quality and StarHub Mobile's performance for Drop Call Rate had achieved the same result as SingTel Mobile's.</p> <p>(b) M1 alleged that SingTel Mobile had misrepresented IDA's QoS report and misled the public by omitting clarifications and claiming excellent in-building and underground coverage next to its claim of offering the "Best in Service Coverage" when IDA's QoS report does not cover in-building and underground service coverage measurements.</p>
IDA's Determination	IDA, in consultation with the Advertising Standards Authority of Singapore ("ASAS"), is of the view that the general rule for use of comparative words like "best" and "lowest" depends on the

context. If specific claims like “best service coverage” are made, they have to be substantiated. The claims made by SingTel Mobile in the Advertisements are specific claims on Voice Quality, Call Success Rate and Drop Call Rate. Therefore, SingTel Mobile can only claim to be the best if it had achieved ratings which are superior to all other mobile operators. But if in the market there is another player who is on par, then SingTel Mobile should say “one of the best”.

IDA determined that SingTel Mobile did not specify whether the statements were made after comparing across all GSM 900 and GSM 1800 networks (including networks of competing operators) or only amongst GSM 900 networks in Singapore. Hence, an End User might be confused by the Advertisement into thinking that SingTel Mobile is the “best” or “lowest” for the various service qualities amongst all GSM 900 and GSM 1800 networks in Singapore.

Pertaining to M1’s allegation that SingTel Mobile’s statement would mislead the public to think that IDA’s Quality of Service (“QoS”) report for Service Coverage included measurement of in-building and underground service coverage, IDA determined that the statement did not have the effect of misrepresenting IDA’s QoS report.

IDA concluded that SingTel Mobile had breached Section 7.4.1 of the Code as SingTel Mobile’s claims of being the “Best in Voice Quality”, “Best in Call Success Rate” and “Best in Lowest Drop Call” in its Advertisements were likely to confuse and mislead End Users and had the effect of restricting competition in the mobile market. SingTel Mobile was ordered to cease and desist the Advertisements and IDA imposed a financial penalty of S\$5,000 on SingTel Mobile.