



Case Report

1	Case Number	0349/16
2	Advertiser	Real Life Insurance
3	Product	Insurance
4	Type of Advertisement / media	TV - Pay
5	Date of Determination	24/08/2016
6	DETERMINATION	Dismissed

ISSUES RAISED

2.6 - Health and Safety Within prevailing Community Standards

DESCRIPTION OF THE ADVERTISEMENT

This 60 second television commercial for Real Life Insurance features a man telling his pregnant partner that they should apply for life insurance to protect their growing family. The couple are shown in a bedroom with a cot positioned in the corner near two windows, both of which have slatted blinds.

THE COMPLAINT

A sample of comments which the complainant/s made regarding this advertisement included the following:

The child's cot is between two windows with blinds. As a safety issue no cot should ever be put near blinds or curtains. Children have been strangled and died on blinds, cords, curtains and even Venetian blind slats. By law blinds are sold with a warning tag to stop children's deaths. Real insurance in promoting doing the right thing by your family is actually showing how to injure or kill small children. I have contacted the company and was told their marketing team would look into it but have seen the ad at least three times since.

THE ADVERTISER'S RESPONSE

Comments which the advertiser made in response to the complainant/s regarding this advertisement include the following:

We acknowledge that our advertisement does have a segment in which a cot is shown and in the same screen the viewer can see a set of blinds which is near the cot. However, we dispute any suggestion that this portrays any actual or perceived danger to a child.

The Advertising Association of National Advertisers (AANA) Code of Ethics includes, at section 2.6, a requirement to ensure that “Advertising or Marketing Communications shall not depict material contrary to Prevailing Community Standards on health and safety”. We consider that this piece of advertising has not contravened this requirement.

There was no actual danger posed to a child in the making of this advertisement because at no time was there any child on the set or in the cot. This is consistent with the theme of the advertisement which portrays parents to be before the birth of their first child.

Accordingly, this complaint is only about perceived danger to a hypothetical child if it were to be put in the same situation as which is portrayed in this advertisement. However, we argue that even in this situation there are no grounds to sustain the complaint.

In the first instance, a close look at the advertisement shows that the blinds used in the advertisement do not have cords. It is not clear in the advertisement what method is used to raise and lower the blinds, but we are aware that there are blinds on the market that use a remote control or that use a turning wand to open and shut the louvers. In the absence of visible cords, it must be presumed that one of these alternate mechanisms is in use.

Regardless of this, the fact that there are no cords visible clearly shows that there is no potential danger to a child in the situation presented in this advertisement.

We accept that the cords of blinds can be hazardous for young children if they hang too low to the ground and they are not secured to the wall. Manufacturer’s warnings state that to overcome the risks associated with their products they recommend securing the cords to the wall. We note also that all blinds manufactured in Australia come with kits allowing the installer to safely secure the cords to the wall in order to overcome these risks.

It is reasonable to assume that any use of a product is undertaken in a manner that is safe and in keeping with accepted use of the product, unless some evidence to the contrary is provided. Given that there is no evidence to the contrary, we consider that it is reasonable to assume that the blinds were correctly installed in accordance with safety standards and that the hypothetical scenario posed within the advertisement is not out of the ordinary to which any reasonable parent would perform.

Finally, we note that the blinds and cot in question are not the focus of this advertisement, and are visible for less than 20 seconds in total. We do not believe that any reasonable observer of this advertisement would use it as a tutorial or guide on how to position their child’s cot or install blinds.

We argue, therefore, that the view that this advertisement would affect the habits of potential viewers of the advertisement is not a reasonable one for the following reasons:

- The advertisement was not portraying any message with regard to the use of blinds or the positioning of children’s cots. The main focus of the advertisement is never about these aspects of the advertisement.*

- *A single advertisement is not enough to offset other messages in the public domain about general child safety and manufacturers warnings regarding the installation of blinds.*
- *People do not generally look to advertising of insurance products as an authority on correct child safety practices.*

For all of these reasons we argue that Greenstone Financial Services has not breached the AANA Code of Ethics and the Advertising Standards Board should rule that the advertisement is acceptable in its current form.

THE DETERMINATION

The Advertising Standards Board (“Board”) considered whether this advertisement breaches Section 2 of the Advertiser Code of Ethics (the “Code”).

The Board noted the complainant’s concerns that the advertisement shows a child’s cot near windows with blinds which is dangerous as it could lead to young children being strangled by the cords.

The Board viewed the advertisement and noted the advertiser’s response.

The Board considered Section 2.6 of the Code. Section 2.6 of the Code states: “Advertising or Marketing Communications shall not depict material contrary to Prevailing Community Standards on health and safety”.

The Board noted that this television advertisement features a man talking to his pregnant partner about taking out life insurance before the birth of their child, and that they are both standing in a child’s bedroom next to an empty cot which is positioned between two windows covered in slatted blinds.

The Board noted the Australian Competition and Consumer Commission (ACCC) has a safety alert booklet entitled “Blind and curtain cords” available on their website which provides, “Loose blind and curtain cords can kill. Fix them out of reach so kids are out of danger.”

(https://www.accc.gov.au/system/files/566_Safety%20alert%20blind%20and%20curtain%20cords_FA2.pdf)

The Board noted the advertiser’s response that the blinds are not the main focus of the advertisement and that there are no cords visible and no child in the cot.

The Board noted that no cords are visible in the advertisement and there is no child in the advertisement, either in the cot depicted or elsewhere. The Board acknowledged that safety around blind cords is a serious health and safety concern but considered that as the advertisement does not depict blind cords in the Board’s view the advertisement did not depict material contrary to Prevailing Community Standards around child safety.

The Board determined that the advertisement did not breach Section 2.6 of the Code.

Finding that the advertisement did not breach the Code on other grounds, the Board

dismissed the complaint.