



## Case Report

<b>1</b>	<b>Case Number</b>	<b>0466/10</b>
<b>2</b>	<b>Advertiser</b>	<b>MBF</b>
<b>3</b>	<b>Product</b>	<b>Insurance</b>
<b>4</b>	<b>Type of Advertisement / media</b>	<b>TV</b>
<b>5</b>	<b>Date of Determination</b>	<b>24/11/2010</b>
<b>6</b>	<b>DETERMINATION</b>	<b>Dismissed</b>

### ISSUES RAISED

2.6 - Health and Safety within prevailing Community Standards

### DESCRIPTION OF THE ADVERTISEMENT

The advertisement opens on a grid of 16 green screens with white clouds containing the MBF logo in blue.

We then see a group of people outside a house, participating in an auction. The estate agent is in a dental chair with a dentist working on him at the same time as he is trying to oversee the auction.

We then cut to a newsroom and the female presenter is having her neck readjusted by a chiropractor whilst reading the financial news. We can hear her neck crack.

We then see a cricket umpire being fitted with new glasses by an optometrist, much to the delight of the cricketers.

During these scenes, a male voice over is saying, "With MBF, you don't have to wait to get yourself right. Because now you can claim immediately on most expenses, like general dental, chiro, and optical."

We then see the MBF logo on screen and the contact details: 131 623 or [mbf.com.au](http://mbf.com.au).

### THE COMPLAINT

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

*This procedure is associated with the very serious complication of vertebral-basilar distribution infarction of the brain which can be fatal. In view of this and its apparent promotion to an unsuspecting lay public this advertisement depicting this manoeuvre should be withdrawn immediately.*

*As an intensive care doctor I have had professional experience of this condition in a 40 year male following chiropractic cervical manipulation (he died). There are several hundred episodes following manipulation described worldwide.*

*Dr Simon Singh has written extensively on cervical manipulation warning the public of its dangers.*

*[http://www.mja.com.au/public/issues/176\\_08\\_150402/ern10520\\_fm.html](http://www.mja.com.au/public/issues/176_08_150402/ern10520_fm.html)*

*<http://www.ncbi.nlm.nih.gov/pubmed/7374218>*

*<http://www.springerlink.com/content/ddpmcxf4lgq34ck4/>*

*<http://www.canadianmedicaljournal.ca/cgi/content/full/165/7/905>*

*<http://www.quackwatch.com/01QuackeryRelatedTopics/chirostroke.html>*

## **THE ADVERTISER'S RESPONSE**

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

*Bupa Australia responds as follows:*

1. *Sections 2.1, 2.3, 2.4, 2.5, 2.7 and 2.8 of the Code are clearly not relevant to the Advertisement.*

2. *The Advertisement does not contravene Section 2.2 of the Code as it does not “present or portray violence”. The Advertisement is intended to depict an unreal and exaggerated situation (a newsreader getting her neck ‘cracked’) and is not intended to portray a real medical situation. The Advertisement is intended to be light-hearted and humorous in tone. The scene in the Advertisement does not demonstrate or illustrate any violence and does not make any recommendation that the treatment given to the newsreader is always the appropriate treatment. Bupa Australia would not depict the same imagery if the tone of the Advertisement was intended to be serious as spinal manipulation should only be performed under the strictest controls or upon a clear understanding of any risks.*

3. *The Advertisement does not contravene Section 2.6 of the Code as it does not “depict material contrary to prevailing community standards on health and safety”. As set out in relation to Section 2.2 of the Code above, the Advertisement shows an exaggerated situation and at no time shows or depicts violence.*

*Outlined below is further background on the product, campaign strategy and creative execution in relation to the Advertisement.*

### *Product*

*Bupa Australia is offering new customers the ability to claim immediately on most extras. This offer is available to new Bupa Australia customers on new memberships who join hospital and extras cover before 30 November 2010. The offer involves the waiving on the 2 and 6 month waiting periods on extras. The offer is not available on overseas visitors covers or with any other offers. Other waiting periods apply.*

### *Campaign strategy*

*Bupa Australia’s campaign strategy in relation to this Advertisement is to:*

- *Give people a reason for joining Bupa Australia now – the 2&6 month waiver offer on extras*

- *Drive the urgency to join with an offer deadline*
- *Promote the variety of ancillary services covered by Bupa Australia (physiotherapy, chiropractic, optical)*
- *Be relevant to a young target audience – with humour, like minded characters, and with an offer that is compelling to them*

*Creative execution*

*The TVC exaggerates the immediate benefit of the offer – there is no waiting period for services including chiropractic, physiotherapy, optical. The campaign “Get right, right now” makes the offer the hero, and the execution amplifies the benefit to the consumer.*

*In summary, Bupa Australia does not believe that the Advertisement contravenes Section 2 of the AANA Advertiser Code of Ethics.*

## **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 concern that the advertisement depicts and condones a medical procedure which can be fatal.

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

The Board considered whether the advertisement was in breach of 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 the advertisement features people undergoing various treatments whilst at work; an estate agent has dental work, a newsreader has a chiropractic manoeuvre performed on her, and a cricket umpire gets new glasses. The Board noted the complainant’s concern over the chiropractic manoeuvre.

The Board considered that the overall tone of the advertisement was fanciful and that the situations depicted were unreal: the procedures shown would never actually be carried out in the workplace and are depicted in this manner as an exaggerated suggestion of how flexible the advertised product can be. The Board noted that there was no suggestion in the advertisement that the treatments shown should be replicated by members of the community.

The Board considered that most members of the community would understand the exaggerated message of the advertisement about not having to wait too long for MBF to pay out on claims for the treatments shown.

Based on the above, the Board determined that the advertisement did not depict material contrary to prevailing community standards on health and safety and 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.

