



CASE REPORT

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| 1. Complaint reference number | 157/08 |
| 2. Advertiser | InsuranceLine Pty Ltd |
| 3. Product | Insurance |
| 4. Type of advertisement | TV |
| 5. Nature of complaint | Discrimination or vilification Gender - section 2.1
Violence Other – section 2.2 |
| 6. Date of determination | Monday, 19 May 2008 |
| 7. DETERMINATION | Upheld – discontinued or modified |

DESCRIPTION OF THE ADVERTISEMENT

The television advertisement is set in a caravan park, where a middle-aged couple are sitting outside their caravan underneath the awning, playing cards. The wife is drinking tea as the man looks up and says "If I died tomorrow, sure there'd be funeral bills but she'd sort it out, she'd have to wouldn't she - six grand...", he laughs, looks at his wife and says "You'd better start saving now love." The man continues playing cards and goes on to say, "Take out a few more loans, it's up to her. I mean why should I pay for my own funeral, when I won't even get to see it?" The man starts laughing and suddenly a large green telephone flies out of the sky and hits him on the head. He lunges sideways and grabs at his head in pain. His wife continues to play cards. A voice over states "Without a funeral plan, what are you telling your family? Funeral Plans, over the phone, from \$2.95 a week. Call 13 77 87 InsuranceLine. Easy as."

THE COMPLAINT

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

Striking someone on the head with a telephone is never humour and is never acceptable. If we reversed the genders and it was the woman being struck on the head with a telephone, I doubt it would have been allowed to go to air. If it were it would have almost certainly been pulled within days due to the flood of complaints. It seems the advertising agencies are insisting though that men deserve to be treated with violence, that it is alright to strike a man, even with a weapon. We all know, and so do they that violence is not acceptable no matter who or what gender it is perpetrated against.

THE ADVERTISER'S RESPONSE

Comments which the advertiser made in response to the complaint/s regarding this advertisement included the following:

We strongly disagree that these commercials are violent. The intention when creating them was to confront people and provide a "wake up call". When it comes to life insurance, under insurance is a well documented fact in Australia . It is largely due to lack of awareness of the need and associated apathy in taking action. The consequences of under insurance can be devastating for the families involved. We feel the confronting "wake up call" provided by the phone is appropriate in this context.

We strongly disagree that these commercials vilify men in any way. They are intended to make people think about what might happen to their families if the main income earner dies. In a lot of cases this will be the male, particularly in our target market. We are simply attempting to reflect a common social norm, as opposed to reinforce or support it. In addition these commercials are not

suggesting men do not care about their families. The dialogue is not intended to represent how someone would really talk to their family. You will see that the other people in the commercials do not react or converse with the “dad”; he’s not talking to them. It is an “implied” conversation: by not considering life insurance/funeral plan you are leaving your family in a potentially difficult situation if the worst should happen.

In relation to the issue of when the ads are airing, we would like to point out that all our commercials were rated by Commercials Advice (CAD) and approved to air at the times they have been shown.

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 complainants' concerns about the force with which the telephone hit the man featured in the advertisement and considered the advertisement under Section 2.2 of the Code which states:

Advertisements shall not present or portray violence unless it is justifiable in the context of the product or service advertised.

The Board also noted the complainants' concerns regarding discrimination on the basis of gender and considered this under Section 2.1 of the Code which deals with discrimination.

The Board viewed the television commercial and noted that the telephone appeared out of nowhere and struck the man on the side of the head with considerable force.

The Board further noted that the man was in pain and distressed by the blow he received from the telephone.

The Board agreed that the act of the telephone striking the man was very violent and intended to harm.

The Board considered that the use of violence was not justifiable in the context of the product being advertised and that the advertisement was therefore in breach on Section 2.2 of the Code.

The Board also considered that the man spoke in aggressive and threatening tones and that the advertisement could not be considered humorous. However, the Board determined that the advertisement did not contravene the Code on any other grounds including Section 2.1.

Finding that the advertisement breached Section 2.2 of the Code the Board upheld the complaint.

THE ADVERTISER’S RESPONSE TO DETERMINATION

Comments which the advertiser made in response to the determination regarding this advertisement included the following:

InsuranceLine note that the Board's original decision still stands during the review process and InsuranceLine commit to withdrawing this advertisement until a decision is made by the Independent Reviewer. InsuranceLine will be appealing the Board’s decision in relation to this advertisement.

THE INDEPENDENT REVIEWER'S RECOMMENDATION

The appellant, InsuranceLine is appealing the determination of the Board which portrays a telephone hitting a person on the head. The Board found that this action was in breach of Section 2.2 of the Advertiser Code of Ethics which relevantly states:

“Advertisements shall not present or portray violence unless it is justifiable in the context of the product or service advertised.”

The appeal is based on two grounds:-

(a) new or additional relevant evidence which could have a significant bearing on the decision has

become available; and

(b) the Board's decision was flawed (clearly in error having regard to the provisions of the Code).

The new relevant evidence submitted is that 2 million have seen the ads and only one complaint was received. Also it has been commercially successful. The Independent Reviewer considered that none of these matters is relevant to the operation of Section 2.2. One complaint is all that is required to activate the complaints process and the success of the advertisement is irrelevant as to whether it is violent or not. Ground (a) is not made out.

The appellant argues that the telephone is a "comic flying telephone" and even if it hits a person violently this is justified in the context of addressing the issue of under insurance. It is described as a "bolt from the blue" and it creates no harm or distress. On viewing the advertisement the Independent Reviewer did not accept this submission. The person hit seemed to be in pain and distress. The context of selling insurance does not justify this. Ground (b) is therefore not made out.

The Independent Reviewer recommended that the decision to uphold the complaint under Section 2.2 be confirmed by the Board.