



## CASE REPORT

1. Complaint reference number	158/08
2. Advertiser	InsuranceLine Pty Ltd
3. Product	Insurance
4. Type of advertisement	TV
5. Nature of complaint	Violence Other – section 2.2
6. Date of determination	Monday, 19 May 2008
7. DETERMINATION	Upheld – discontinued or modified

## DESCRIPTION OF THE ADVERTISEMENT

The scene is of a young family in a car park unloading their food shopping into the car. You see the children get into the car, as the mother and father continue to unload the shopping. The father looks up and says 'If I die tomorrow, it's a one way trip, job done, see you later. You know, what I leave behind, is what I leave behind. Groceries, bills, food, I'm in the dirt, I'm gone. Can't afford the car, sell the car, catch the bus, ride a bicycle. And the mortgage - I love the kids, but it's about time they helped out (the father looks towards his children reading in the back of the car). I was working at 14, it's made me what I am today. Yeah, if I die, I don't have to worry about it then, so why should I worry about it now?'. Suddenly a green telephone flies through the air and hits the father on the head. He starts rubbing his head as a voice over says 'Without life insurance, what are you telling your family. Funeral plans, over the phone, from as little as \$2.31 a week.

## 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.