

COMPLAINT NUMBER	21/301
ADVERTISER	Life Direct
ADVERTISEMENT	Life Direct, Television
DATE OF MEETING	8 June 2021
OUTCOME	No Grounds to Proceed

Advertisement: The television advertisement for LifeDirect life insurance features a man wearing his pyjamas, sitting in the open mouth of an artificial shark. He is talking about buying life insurance. As he is speaking, he is struck by lightning and disappears. The words "Unexpected Happens" appear on screen.

The Chair ruled there were no grounds for the complaint to proceed.

Complaint: The life insurance product is being advertised by a man sitting inside a shark's mouth. Whilst on his laptop, presumably going online to get his life insurance. The puff they are hit by lightning and he disappears.

I suppose this is supposed to be an unexpected event covered by the insurance. My complaint is that if this man went missing whilst at sea in an unrecorded event - no body to reclaim then the insurance company would fight like hell to prevent paying out due to lack of evidence.

A very poor and unlikely example of life insurance validation.

The relevant provisions were Advertising Standards Code - Principle 2, Rule 2(b)

Principle 2: Truthful Presentation: Advertisements must be truthful, balanced and not misleading.

Rule 2(b) Truthful Presentation: Advertisements must not mislead or be likely to mislead, deceive or confuse consumers, abuse their trust or exploit their lack of knowledge. This includes by implication, inaccuracy, ambiguity, exaggeration, unrealistic claim, omission, false representation or otherwise. Obvious hyperbole identifiable as such is not considered to be misleading.

The Chair noted the Complainant was concerned the advertisement presented a scenario which insurance companies would be unlikely to pay out on.

The Chair carefully reviewed the advertisement and said the likely consumer takeout is that unexpected things can happen in life, for which life insurance can help for those left behind.

The Chair said the advertisement used a hyperbolic situation which was intentionally unrealistic in order to make a point about the value of life insurance without having to show a more confronting and realistic accident.

The Chair said the advertisement did not reach the threshold to breach Principle 2 or Rule 2(b) of the Advertising Standards Code.

The Chair ruled there were no grounds for the complaint to proceed.

Chair's Ruling: Complaint **No Grounds to Proceed**

APPEAL INFORMATION

According to the procedures of the Advertising Standards Complaints Board, all decisions are able to be appealed by any party to the complaint. Information on our Appeal process is on our website www.asa.co.nz. Appeals must be made in writing via email or letter within 14 calendar days of receipt of this decision.