

COMPLAINT NUMBER	21/481
ADVERTISER	OneChoice
ADVERTISEMENT	OneChoice Television
DATE OF MEETING	27 September 2021
OUTCOME	No Grounds to Proceed

Advertisement: The OneChoice television advertisement promoting life insurance begins with a rugby player crouching after spraining his ankle. The coach and a few other players gather around him until they are interrupted by a man in a green tracksuit. The man says "Now if today's minor injury has taught us anything at all it's that life can blindside us at any moment and we all need a game plan, don't we. With OneChoice Life Insurance, even if the worst was to happen your family is protected". The OneChoice logo and website address are shown across the bottom of the screen.

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

Complaint: A man of Maori and/or Pacific Island decent is on the rugby field with a couple of his team mates and acquires an injury. A man of NZ European decent who acts as a physio comes over to assist him. The physio is standing while the rugby player is crouched on the ground which suggests the physio has a position of power and authority. The physio proceeds to 'educate' the rugby player who willingly agrees with what the physio has to say. The physio helps the grateful rugby player stand up and they walk away together. This breaches the ASA code because there is a racial undertone where the white man has come to rescue the uneducated person who belongs to a minority culture in NZ. I would like you to consider why the roles were not reversed i.e., the physio is from Maori and /or Pacific Island decent, and what message this sends our young people.

The relevant provisions were Advertising Standards Code - Principle 1, Rule 1(c);

Principle 1: Social Responsibility: Advertisements must be prepared and placed with a due sense of social responsibility to consumers and to society.

Rule 1(c) Decency and Offensiveness: Advertisements must not contain anything that is indecent, or exploitative, or degrading, or likely to cause harm, or serious or widespread offence, or give rise to hostility, contempt, abuse or ridicule.

The Chair noted the Complainant's concern the advertisement has a racial undertone.

Rule 1(c) of the Advertising Standards Code required the Chair to consider whether the use of European insurance salesman attending to a Māori or Pacific Island rugby player, in this context, was likely to cause serious or widespread offence in light of generally prevailing community standards. The Chair said that despite the Complainant's objection to the advertisement, it did not reach the threshold to cause serious or widespread offence for most consumers.

The Chair said the advertisement is promoting life insurance and uses the example of a rugby injury to show that the unexpected can occur. The Chair said the OneChoice website says “We’re all for Kiwis ... and that’s why our cover is designed just for Kiwis”.

The Chair said the advertisement had been prepared with the due sense of social responsibility required and said it was not in breach of Principle 1 or Rule 1(c) 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 with notification of the intent to appeal lodged within 14 calendar days of receipt of the written decision. The substantive appeal application must be lodged with the ASA within 21 calendar days of receipt of the written decision.