



NCAC NEWS

*From
National Consumer Affairs Center of Japan*

Vol.21 No.3

September 2009

— Inside of this issue —

Consumer Affairs Climate

2p **T**he annual summary of consumer issues reported to the 'E-mail for Consumer Problems' during one year: Focusing on issues examined during the Fiscal 2008

Activities of the National Consumer Affairs Center of Japan (hereinafter 'NCAC')

(1) Surveys

2p **I**ncreasingly notable consumer issues relating to wedding ceremonial halls and/or wedding reception services: No refunding of application fees or unreasonable demand for cancellation fees

3p **M**embership fees demanded by a membership club that provides a number of privileges including cheaper tour packages: Intimidating cases asking for membership fee payments as well as court cases have been reported

4p **P**roblematic propane gas door-to-door sales: Notable particularly in the Kanto region

4p **C**onsumer issues involving private pension insurance sold at bank counters: A rapid increase has been seen in the number of consumer inquiries and complaints; particularly those raised from elderly consumers

(2) Safety hazard information

5p **A**n umbrella inserted into the bicycle umbrella holder became caught in the front wheel causing serious injury

6p **A**ccidents caused by a breakage to tempered glass tableware: Broken pieces may fly off violently depending upon the type of tempered glass used

(3) Product testing

7p **T**he strength of bicycle luggage racks: For the purpose of safer use of child seats

8p **B**e aware of a potential fire disaster caused by a fish tank heater that continues to heat after it has accidentally come out of the water

9p **G**ermanium bracelets proclaimed to have positive health effects

11p **G**el bed mattresses proclaimed to be effective in cooling down the body temperature while sleeping: Examination of the actual effects and the duration of coolness

Consumer Affairs Climate

The annual summary of consumer issues reported to the 'E-mail for Consumer Problems' during one year: Focusing on issues examined during the Fiscal 2008

In April, 2002, the National Consumer Affairs Center of Japan (hereinafter 'NCAC') established an internet information collection system (hereinafter 'E-mail for Consumer Problems') in order to concurrently understand the current status of consumer damages and to make a contribution to preventing such damages in the future. The number of cases of consumer issues reported to this system has been increasing every year reaching over 10,000 cases annually since the Fiscal 2007 with 11,710 cases observed in the Fiscal 2008. The 'E-mail for Consumer Problems' is designed to help investigate and analyze consumer issues based on the information reported and does not provide individual replies to consumers.

In the Fiscal 2008, the 'FAQs Corner' was established within the 'E-mail for Consumer Problems' system to provide answers to frequently asked questions. The FAQs Corner also introduces consumer affairs organizations and presents Q&As concerning major consumer issues reported to the email system. As a result of the establishment of the FAQs Corner, a downward trend has been observed in the number of emails forwarded to the email system.

Among consumer issues triggered by products and services, cases that were most commonly reported to the 'E-mail for Consumer Problems' were associated with 'transport/communication services' reaching approximately 4,400. The most common cases following the above were related to 'entertainment products' such as PCs and mobile phones. The most common types of consumer issues involved 'contracts and/or cancellations' and 'product quality and/or functions.'

Based on consumer inquiries and complaints reported to the 'E-mail for Consumer Problems,' NCAC carried out a follow-up survey targeting a total of 15 cases of consumer issues focusing on the following areas: (1) communication services, (2) internet shopping, (3) contracts designed to be renewed automatically, (4) product quality and sales methods, (5) the travel industry and (6) safety hazard.

Activities of NCAC

(1) Surveys

Increasingly notable consumer issues relating to wedding ceremonial halls and/or wedding reception services: No refunding of application fees or unreasonable demand for cancellation fees

During the Fiscal 2008, the Practical Living Information Online Network (hereinafter 'PIO NET') received 1,222 cases of consumer inquiries and complaints relating to wedding ceremonial halls and wedding reception services (hereinafter collectively called 'wedding ceremonial hall services'). This figure approximately doubled the number of such cases observed in the Fiscal 2004 demonstrating an upward trend during the last five years. Common problems were associated with the refunding of application fees and demand for contract cancellation fees such as application fees not refunded after the cancellation of the contract and cancellation fees required even though the contract was canceled at an earlier stage. These major issues accounted for 60% of the total issues reported to PIO-NET regarding wedding ceremonial hall services during the Fiscal 2008.

NCAC accordingly analyzed consumer inquiries and complaints relating to wedding ceremonial hall services highlighting the refunding of application fees and demand for cancellation fees. Precautionary information was then released in order to prevent the occurrence of similar problems and to hold back the expansion of the existing problems.

The average contract sum was 2 million yen and an average of approximately 400,000 yen among such sum was

already paid in cash in most cases.

Advice for consumers:

- Fully examine the contract terms and provisions when signing the contract or requesting services and receive satisfactory explanations concerning the service.
- Obtain detailed explanations for the estimated costs and do not fail to receive any information materials related to such costs.
- Confirm the time period when the contract comes into effect.
- Consult with the nearest local consumer center.

Requests to the industry:

- Provide the customer with sufficient information concerning the refunding of application fees and the requirements applied to cancellation fees.
- Do not rush the customer into signing the contract or requesting services.
- Ensure that there is no difference of opinion with the customer in relation to the contract.
- Provide appropriate handling when being made aware of any problems.
- Ensure that appropriate information is contained in the contract form and contract terms that detail the requirements for cancellation fees.

Membership fees demanded by a membership club that provides a number of privileges including cheaper tour packages: Intimidating cases asking for membership fee payments as well as court cases have been reported

Local consumer centers located nationwide have been receiving a number of consumer inquiries and complaints raised by people who had previously signed up for certain memberships to obtain privileges including cheaper tour packages. These consumers were then at a later date suddenly contacted by a representative of the membership club claiming, “*The membership fees have remained unpaid,*” and a demand was made to pay such fees.

Common to most of these cases, a number of years had passed since the contract conclusion. Due to the contract having been signed a long time in the past making it impossible to verify the facts, it is increasingly difficult for local consumer centers to help facilitate negotiations and solve issues even if problematic service solicitation and sales methods were suspected to have been used. There have been cases where consumers have been sued by a membership club administrator. Under these circumstances, NCAC summarized the current status of consumer inquiries and complaints and sorted out problematic areas for the purpose of releasing precautionary information.

Approximately 12,000 consumer inquiries and complaints were reported to PIO-NET over the period from Fiscal 2004 to 2008. While there was a general downward tendency observed in the total number of these cases, the number of cases involving membership fees increased over this period. Most of the people who signed a membership contract were males in their 20s and 30s.

A number of problematic areas have become clear according to the case examples. Firstly, the billing of membership fees suddenly begun and letters were repeatedly sent to gain the fees or a representative visited the consumer's house. Secondly, consumers were asked to come to a certain place for a discussion although the true sales purposes were kept hidden in order to obtain a signed contract. These consumers also received false information. Thirdly, the organization that demanded the membership fee payments was different from the company that had originally concluded the contract with the consumer.

Advice for consumers:

- Consult with a local consumer center when you experience any problems.
- If a representative of the membership club comes to your door to collect the fees, do not make any payment on the spot and consult with the nearest local consumer center.

- Never ignore any notification forwarded by a court.

Never ignore any collection reminder or complaint forwarded by a court. Even if you have no recollection of having done anything wrong, the court would sustain the membership club's right to bill you if you fail to argue that you 'have no recollection of having committed a non-payment and that you would therefore have no intention of paying any fees.' When you receive any document from a court, do not neglect it and consult with a specialist such as a local consumer center and/or a lawyer.

Problematic propane gas door-to-door sales: Notable particularly in the Kanto region

The number of consumer inquiries and complaints involving door-to-door sales of propane gas has been increasing in recent years and 1,251 cases were reported to NCAC during the Fiscal 2008 alone. According to the case examples, consumers received a solicitation with sales slogans including 'propane gas would bear smaller gas costs' and 'all of the neighbors have switched to propane gas.' A little while after switching to propane gas, however, the 'propane gas rate was raised unilaterally.' NCAC accordingly released precautionary information to prevent the occurrence of similar problems. It is notable that over 90% of the people who have signed a propane gas contract live in the Kanto region.

Advice for consumers:

- Do not solely focus on a gas rate that initially appears to be more reasonable and think carefully before replacing the current gas provider.
- Do not provide your signature or seal on the 'letter of attorney' to authorize the propane gas sales representative to cancel your current gas contract. Make sure that you cancel the current contract on your own initiative.
- Consult with a local consumer center immediately when you experience any problems.

Consumer issues involving private pension insurance sold at bank counters: A rapid increase has been seen in the number of consumer inquiries and complaints; particularly those raised from elderly consumers

Approximately 1,400 consumer inquiries and complaints have been raised since October, 2002 when the sales of private pension insurance products were allowed to be initiated at bank counters. The number of such cases in the Fiscal 2008 particularly grew to approximately 480 which was 2.3 times larger year-on-year.

According to case examples, the sales representatives used sales slogans such as 'higher interest achievable compared to savings and government bonds' and 'safer than an investment trust' when introducing private pension insurance products. However, these representatives failed to make sure that consumers truly wished to take out private pension insurance or to provide sufficient information regarding potential risks. There were also cases where sales representatives persistently solicited consumers even when it was stated that the product was not needed. Furthermore, some representatives prevented the consumer from taking advantage of the cooling off policy.

Given these circumstance, NCAC made requests to the Life Insurance Association of Japan and the Japanese Bankers Association in July 2005 to prevent consumer issues triggered by private pension insurance sold at bank counters and has been repeatedly asking for further improvements ever since. Nevertheless, the number of consumer inquiries and complaints related to this issue remains high and, due to the Fiscal 2008 witnessing a record high number of these cases, NCAC has made fresh requests to the above two organizations once again.

Private pension insurance: Unlike the public pension, private pension insurance products are financial products sold by financial institutions such as banks and there is a risk of bearing losses. There are a variety of products available to meet individual needs and these products are mainly based on contributory pension plans.

Advice for consumers:

- Do not make a quick decision after receiving the sales representative's verbal explanations and never fail to look through other information materials.
- Do not provide your signature or seal if you are unable to understand or are not fully convinced with the explanations provided.
- Consult with a local consumer center if you experience any problems.

Requests to the Life Insurance Association of Japan and the Japanese Bankers Association:

- (1) Ensure that the consumer is firstly made aware that he/she is receiving a solicitation for insurance products and that the solicitation is performed in a non-forceful manner.
- (2) Provide proper explanations so as to avoid misunderstandings and to help the consumer to make a correct decision.
- (3) Do not ask for the consumer's signature or seal if it is clear that he/she does not comprehend the details of the product.

(2) Safety hazard information

An umbrella inserted into the bicycle umbrella holder became caught in the front wheel causing serious injury

A bicycle umbrella holder is designed to be installed on a bicycle frame so that the umbrella remains immobile and therefore does not hinder the ride. An accident case was reported to NCAC where a consumer, riding a bicycle with an umbrella inserted into an umbrella holder, suffered serious injury to the face resulting in hospitalization. This accident was triggered due to the tip of the umbrella becoming caught in the front wheel causing in the consumer being thrown forward. NCAC carried out a verification test reproducing this particular accident and released precautionary information.

The accident was triggered by an umbrella holder installed on the bicycle frame. Using a single clamp mechanism, the tip of an umbrella is designed to be immobilized after inserting the umbrella into the single holder unit. The handle of the umbrella is designed to be hooked onto the bicycle handlebars. In the case of the above accident, the consumer who suffered injury was riding with the umbrella inserted into this umbrella holder. The umbrella's handle was hooked onto the bicycle's handlebars with the gear wire lying in between. After passing over a bump in the ground, the umbrella placed in the umbrella holder bounced up and down causing its tip to become caught in the front wheel which became quickly locked. The consumer was therefore thrown forward and suffered injury.

The product that triggered the above accident was sold through Daiso-sangyo (model: B-14). There is also a contract manufacturer and wholesaler involved in this product.

Problematic areas:

- During the verification test, the product that caused the above accident alongside some of other similar tested products (adopting a single clamp mechanism) came off depending upon the situation while the bicycle was being ridden and were hence found to be hazardous.
- As a result of the above accident, while the wholesaler has admitted that the product's warning labeling did not provide satisfactory warning information, the manufacturer suggested that it was likely that the product installation instructions were not properly followed. The verification test nevertheless proved the fact that an umbrella would come off even if the holder has been installed according to the installation instructions.
- Depending upon the type of bicycle, the handle of an umbrella is not able to be hooked onto the bicycle's handlebars properly (i.e. the gear wire becoming an obstacle). When an umbrella's handle was hooked

onto the bicycle's handlebars with the gear wire lying in between, the umbrella was discovered to be more prone to coming off triggering a greater risk compared to when the handle was directly hooked onto the bicycle's handlebars.

- Although the wholesaler took remedial steps such as by providing an additional precautionary statement, the company has made it clear that no special measures are to be undertaken for those that have been already sold. The company's handling of this case is therefore generally unsatisfactory.

Advice for consumers:

Umbrella holders designed to be installed on a bicycle with a single clamp mechanism (including those targeted by the above verification test) may cause the umbrella to come off depending upon: (1) the conditions of the bicycle handlebars, (2) the way the umbrella's handle is hooked onto the bicycle handlebars and (3) the conditions of road surfaces. There is a significant possibility of the occurrence of a major accident if the umbrella comes off and becomes caught in the front wheel. It is therefore recommended not to use this particular type of umbrella holders.

Requests to the industry:

- Umbrella holders designed to be installed on a bicycle with a single clamp mechanism (including those targeted by the above verification) were discovered to be ineffective in terms of immobilizing an umbrella and the level of safety of these products is believed to be unsatisfactory. It is therefore a requirement to develop safer products to prevent the occurrence of similar accidents.
- The business owners involved in the product that caused the above accident must provide more thoughtful remedial measures such as by providing precautionary information to the users of the same model in order to prevent the occurrence of similar accidents.

Accidents caused by a breakage to tempered glass tableware: Broken pieces may fly off violently depending upon the type of tempered glass used

During the last decade, there were a total of 111 accident cases (safety hazard and risk information) reported to PIO-NET involving tempered glass tableware. Among these cases, a notable number of accidents were triggered by the lids of cooking pots.

In order to assure improved safety, tempered glass was developed to provide a higher level of strength to general glass which is fragile against a drop impact. Among the four types of tempered glass currently available, 'fully thermally strengthened glass' and 'fully laminated glass' (hereinafter collectively called 'fully thermally strengthened/laminated type') have unique characteristics. When compared to general glass and other types of tempered glass, this particular type of tempered glass breaks differently and the broken pieces are sharp and small and fly off violently when the glass breaks. The remaining two types are 'partially strengthened glass' and 'ion-strengthened glass' and these types of glass break in a similar manner to general glass.

NCAC released precautionary information due to it being highly likely that consumers have insufficient knowledge concerning the characteristics and handling precautions of tempered glass. Requests were also made to the responsible organizations.

The original intention for the development of tempered glass was to assure enhanced safety by providing a superior strength to improve the weaknesses of glass. Nevertheless, tempered glass is made of glass after all and is capable of breaking as a result of a physical impact (i.e. fall) or thermal shock (i.e. rapid heating/cooling). When it comes to tempered glass, scarring (=the 'origin' of a breakage) that has caused a breakage may be detectable in some cases. It is however not often the case to be able to discover large-size scarring that is visually detectable and it is therefore unlikely that consumers are able to realize the presence of scarring prior to a breakage. It is also difficult to determine the way in which the product came to be damaged; whether it was as a result of the user's mishandling

or the product was damaged during the manufacturing, shipping or distribution process. It is hence often the case that the responsible party remains obscure. Furthermore, when looking at glass tableware products, it is not possible to specify tempered glass products or to identify the type of tempered glass used in such tableware.

Advice for consumers:

It must be noted that tempered glass is not unbreakable. The instruction manual of some products specifies the type of tempered glass used. If fully thermally strengthened/laminated glass is in use, handle such a product with particular care due to it being likely to produce broken pieces scattering at the time of a breakage. Furthermore, do not apply cleanser or use a metal scrubbing brush when cleaning a fully thermally strengthened/laminated glass product as its surface may become damaged. Stop using such a product immediately if discovering any area that has become chipped.

Requests to business owners:

Due to the lack of consumers' knowledge concerning the breaking characteristics of tempered glass, more proactive public relations need to be performed so as to prevent further accidents. Additional care is also required in handling products during the manufacturing, shipping and distribution processes. In addition, the necessity to use tempered glass in products firstly needs to be reviewed. In cases of products with a sticker type warning label, the labeling methods need to be improved as the user is not able to learn about the warning information after the sticker has come off.

Requests to the responsible governmental bodies:

The warning labeling methods need to be improved when it comes to products such as accompanying items (i.e. the lid of a cooking pot) and free gifts. Business owners also need to be instructed to develop a more practical warning label to enable the user to be able to look at the label while using the product in order to understand the level of risk in the event of a breakage.

(3) Product testing

The strength of bicycle luggage racks: For the purpose of safer use of child seats

This summer saw the revision of the Rules of the National Public Safety Commission that now enables a maximum of three seats (for 1 adult and 2 children) to be mounted on a bicycle that satisfies the relevant safety standards. Nevertheless, two or three seated bicycles (with a bicycle child seat mounted at the front and/or rear of a bicycle) were often seen prior to the above revision.

Under these circumstances, there were 14 accident cases reported to PIO-NET over five years from the Fiscal 2004 concerning the strength of bicycle luggage racks. An example case of these accidents was an occasion when a child seat mounted on the bicycle luggage rack fell off.

NCAC performed product testing targeting a number of bicycles to verify whether or not their strength was satisfactory with a mounted child seat. The product labeling detailing the strength of the luggage rack was also examined.

The most common maximum loading capacity of a bicycle luggage rack is generally 18kg. For example, overloading is caused if riding a bicycle with a child seat installed on such a luggage rack and placing a 6-year old child (with the average weight being 21kg according to the survey conducted by the Ministry of Education, Culture, Sports, Science and Technology in the Fiscal 2008) in the child seat.

Product test findings:

The product test targeted a total of seven bicycles: four that come with a luggage rack and three that proclaimed

to be fit for the mounting of a child seat. All of these products are sold at general supermarkets and home centers with a wheel diameter of 26 inches.

(1) Endurance test:

When using a 22kg dummy placed on a child seat to carry out a lateral vibration test, many of the tested luggage racks with a maximum loading capacity of 18kg broke.

(2) Testing in compliance with the Japanese Industrial Standards (JIS):

As a result of testing the luggage racks' strength in compliance with the applicable JIS, all of the tested racks, except for one, were discovered to satisfy the relevant standard.

(3) Size measurement and the survey on the materials used:

All of the tested bicycles proclaimed to be fit for the mounting of a child seat were found to provide appropriate design such as the use of thick stainless steel or a tubular structure.

(4) Product labeling:

It was not possible to tell whether or not a child seat could be installed by simply looking at the bicycle or the luggage rack. The rack's maximum loading capacity was also difficult to identify in most cases.

Advice for consumers:

- It must be noted that a luggage rack that contains an engraved mark such as "18," "C-10" or "CLASS18" bears a maximum weight of 18kg. This means that a child seat is able to be installed on the rack to place a child with a maximum weight of 15kg. For safety purposes, do not install a child seat on such a rack if the child weighs more than 15kg.
- When wishing to install a child seat, select a bicycle that comes with a luggage rack with a superior maximum loading capacity.
- Do not place the child in the child seat if noticing anything abnormal such as if the luggage rack wobbles greatly and/or squeaks. Perform regular safety inspections to the rack to discover if there are any cracks or any screws that have become loose.

Requests to the industry:

- More easy-to-understand and clear product information needs to be provided to enable consumers to understand whether or not a child seat can be installed on the luggage rack as well as to identify the rack's maximum loading capacity.
- In terms of the sales of bicycles that come with a luggage rack, both the bicycle and child seat industries need to collaborate to facilitate the general use of bicycles with a superior loading capacity so that a child with a weight of approximately 22kg is able to be placed in the child seat.

Requests to the responsible governmental bodies:

- JIS applicable to luggage racks (JIS D 9453) needs to be upgraded.

Be aware of a potential fire disaster caused by a fish tank heater that continues to heat after it has accidentally come out of the water

Products called 'fish tank heaters' or 'tropical fish tank heaters' (hereinafter collectively called 'fish tank heaters') currently available are designed to maintain a consistent water temperature for a goldfish/tropical fish tank.

Over five years from the Fiscal 2004, 18 accident cases were reported to PIO-NET involving fish tank heaters and four among these cases detailed the heater catching fire or causing a fire disaster. Furthermore, during the same time period, five additional cases of fire that were likely to be triggered by fish tank heaters were reported to the Information Center for Serious Accident Cases caused by Products run by the Ministry of Economy, Trade and Industry. Moreover, according to a survey conducted by the Tokyo Fire Department, 15 cases of fire disasters were reported to have been caused by fish tank heaters over three years from the Fiscal 2005.

As a result of the Great Hanshin-Awaji Earthquake which occurred in 1995, the number of fire disasters caused by fish tank heaters reached 15 following 19 cases of fire disasters caused by electric heaters. Common cases saw the fish tank falling over due to the earthquake resulting in the heater remaining out of the water while it continued to heat.

NCAC accordingly performed product testing targeting eight thermostat-free automatic fish tank heaters (of which manufacturers are members of the Japan Pet Products Manufacturers Association) in order to examine the heater continuing to heat after it has accidentally come out of the water in terms of its temperature and other aspects. Precautionary information was then released based on the findings of the product test.

Product test findings

1. Ignition testing using inflammables:

When leaving the tested fish tank heaters in the open air while they were in operation, these heaters became burnt when contacting with inflammables such as newspapers and some of them caught fire according to the circumstances.

2. Temperature of the heater continuing to heat while out of the water:

When leaving the tested fish tank heaters in the open air, the surface temperature of 7 out of 8 tested heaters reached approximately 400°C 3 to 5 minutes after they were turned on.

3. Warning labeling indicating potential risks triggered if the heater continues to heat after it has accidentally come out of the water:

All of the tested products provide warning labeling to prohibit the use of the heater when it is not placed in the water.

Advice for consumers:

- Handle the product with care so as to avoid the heater from accidentally coming out of the water while it is in operation.
- There are fish tanks available that come with a cover attached to the heater so as to avoid contact with inflammables or a heater that has a maximum temperature set more moderately and these products are recommended for purchase.

Requests to the industry:

In order to prevent fire disasters, a power cut mechanism needs to be provided to cut the power before a high temperature with a risk of causing fire is reached in the event of the heater accidentally coming out of the water while it is in operation. This may be achieved by using a temperature fuse.

Germanium bracelets proclaimed to have positive health effects

The physical characteristic of germanium is submetallic (an intermediate substance between metal and nonmetal substances). Germanium is also semiconducting.

Semiconductors: A general term for substances that occupy an intermediate position between conductors (that conduct electricity well) and insulators (that do not conduct electricity). These include silicon and zinc oxide in addition to germanium.

There are a large variety of bracelets currently available highlighting the use of high-purity germanium that is claimed to be able to provide certain positive health effects such as 'easing stiffness' and 'stimulating blood circulation.'

Over five years from the Fiscal 2004, approximately 2,300 cases of consumer inquiries and complaints were reported to PIO-NET involving germanium accessories and 55% of these cases were associated with germanium

bracelets.

In order to examine the content of germanium and other matters, NCAC targeted 12 different germanium bracelets (worth under 15,000 yen) that proclaim the use of high-purity germanium and imply positive health effects. Any scientific evidence for the sales slogans of the tested products was also verified and precautionary information was then released.

Major findings:

- The content of germanium:
None of the tested bracelets was discovered to contain germanium in their belt. In the case of 8 out of the total of 12 tested products, only a slight amount of germanium was detected in the area containing black or metal particles. One of the tested products was discovered to contain no germanium at all.
- The materials used in the belt:
When it came to most of the tested products worth under 5,000 yen, the belt was mainly made of steel. The belt of some of these particular products rusted when leaving them with sweat attached.
- The elution of nickel (metal substance) that may trigger contact dermatitis:
As a result of examining the tested products in terms of the amount of nickel (which frequently causes contact dermatitis) eluded as a result of the attachment of sweat to the bracelet, none of the tested products indicated an amount of nickel eluded that exceeded the EU guideline value.
- Product labeling regarding germanium's positive health effects:
The internet advertisements of some of the tested products imply that germanium has positive health effects and these advertisements may therefore be in conflict with the Pharmaceutical Affairs Law. Furthermore, all of the tested products provide labeling that more or less implies that germanium has positive health effects. Nonetheless, according to NCAC's investigation referring to the science and technology database provided by the Japan Science and Technology Agency, there has never been a scientific paper presenting scientific evidence for the health effects of germanium as proclaimed by these products.
- Questionnaire survey targeting business owners concerning the effects of germanium
As a result of a questionnaire survey targeting five manufacturers and distributors of some of the tested brands (the names of these companies were written on the product labeling) to examine germanium's positive effects on human health, replies were provided by two companies and one of these was unable to provide scientific evidence to back up the stated positive health effects. Also, many of the distributors of the tested products that engage in internet sales were found to be unable to present any scientific evidence for germanium's positive effects on human health as proclaimed. They simply relied upon the information provided by the manufacturer or the supplier when developing the product labeling.

Advice for consumers:

As a result of the examination of scientific papers as well as the questionnaire survey targeting manufacturers and distributors, no scientific data was confirmed to underpin the health effects of germanium stated on the product labeling of the tested products. It is therefore recommended to those who intend to purchase a germanium bracelet not to expect any positive health effects.

Requests to the industry:

- Remove any product labeling implying germanium's positive effects on human health if being unable to provide clear scientific evidence.
- The internet advertisements of some of the tested products have content that may be in conflict with the Pharmaceutical Affairs Law. These advertisements hence need to be improved.
- Bracelets are designed to be directly put onto the skin and it is therefore required to use materials that are not prone to rusting.

Requests to the responsible governmental bodies:

- As a result of the above product tests, no scientific evidence was discovered to prove the positive health effects of germanium as proclaimed. These products may therefore be in conflict with the Act against Unjustifiable Premiums and Misleading Representations and hence stricter supervision and guidance needs to be provided.
- Thorough guidance needs to be provided to business owners that place internet advertisements with content that is likely to conflict with the Pharmaceutical Affairs Law.

Gel bed mattresses proclaimed to be effective in cooling down the body temperature while sleeping:

Examination of the actual effects and the duration of coolness

There are a number of bed mattresses available that are proclaimed to be effective in cooling down the body temperature to aid in sleeping comfortably during warm nights. These products provide a cool sensation when touched and an example of their sales slogans is as follows: "*The cooling gel helps cool down the body temperature enabling you to sleep soundly until the morning during warm nights.*"

There was approximately 90 consumer inquiries and complaints reported to PIO-NET involving gel bed mattresses during the previous financial year. The most common problem was the cooling effect not lasting with one of common complaints being that the 'mattress was initially cool though it gradually warmed up.'

NCAC accordingly examined three different gel bed mattresses in order to evaluate these products' cooling effect as well as the duration of coolness. For this purpose, monitor tests were carried out in indoor situations by reproducing a warm uncomfortable night. Precautionary information was then released based on the test findings.

Product test findings:

(1) Monitor tests

While some of the tested products proclaim that the cooling effect will last until the morning (i.e. "*Stay cool until the morning*"), many monitors stated that, although the product was initially able to provide a cool sensation at a room temperature of 30°C, the surface temperature of the mattress went beyond 34°C about half an hour later and was no longer cool.

(2) Product testing using a thermal dummy

As a result of the measurements of the tested mattresses' surface temperature using a thermal dummy, the temperature surpassed 34°C as was the case of the monitor tests.

* A thermal dummy is able to maintain a consistent body surface temperature as is the case for humans.

Advice for consumers:

A gel bed mattress is only able to keep you cool for the first half an hour or so in a hot and stuffy room with a temperature of 30°C and is not able to provide a cooling effect that lasts over long hours. It is also relatively heavy when considering its thinness and it is hard work when moving it.

Requests to business owners:

Some products provide false information stating that the cooling effect will last until the morning and the product labeling of such products therefore needs to be improved.

Requests to the responsible governmental bodies:

Some products provide false information stating that the cooling effect will last until the morning and this may mislead consumers. Instructions therefore need to be provided for the improvement of such product labeling.