



NCAC NEWS

*From
National Consumer Affairs Center of Japan*

Vol.21 No.5

January 2010

— Inside of this issue —

Consumer Affairs Climate

- 2p **Results of the special consumer consultation program “Emergency Call Number 110 for Elderly Consumers”**
- 3p **The summary of the ‘inquiries and complaints involving personal information’:** The number of cases has been declining as a result of the establishment of the Personal Information Protection Law
- 3p **The summary of the inquiries and complaints involving the Consumer Contract Law and the major court cases**
- 5p **The summary of the inquiries and complaints raised as a result of accidents caused by products and the major court cases**
- 5p **The implementation status of NCAC ADR procedures and the summary of outcomes (from September to October, 2009)**

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

(1) Surveys

- 6p **Increasing consumer issues triggered by door-to-door sales of solar power systems:** Do not be tricked by tempting offers such as ‘profits can be created from the sales of solar power’ and ‘incentives are provided by the government’
- 7p **Be aware of forceful solicitations targeting prospective job-hunting new graduates:** Students have been forced to join an English conversation class or a recruiting seminar
- 7p **Increasing problems involving affiliate marketing and drop shipping:** Be aware of offers of ‘casual internet side businesses’ claiming to be an ‘easy way to earn money’
- 9p **Reject any solicitations provided by unknown shady operators soliciting for ‘questionable bonds’**

(2) Safety hazard information

- 10p **Decorative gold fish toys with a lead weight:** The risk of lead poisoning and a warning provided by a pediatrician
- 11p **Safety hazards caused by meals provided at ‘restaurants’:** The necessary handling in the event of a problem

(3) Product testing

- 12p **Safety of hot-water bottles designed to be heated using microwaves or IH hot plates**
- 14p **Masks proclaimed to be effective in protecting against flu viruses:** The reliability of product labeling content

Consumer Affairs Climate

Results of the special consumer consultation program “Emergency Call Number 110 for Elderly Consumers”

In order to prevent consumer damages suffered by the elderly and hold back the expansion of similar problems, the National Consumer Affairs Center of Japan (hereinafter “NCAC”) carried out the special consumer consultation program titled “Emergency Call Number 110 for Elderly Consumers” over the period of two days from September 17 to 18, 2009 in cooperation with a number of local municipalities and consumer associations. The results of this program are described below:

Characteristics observed in the consultation cases:

- (1) As was the case with the previous financial year, a large number of cases were associated with share transactions (including prelisted shares), future transactions, project financing and money-making schemes. A large number of people who suffered damages in these cases had already paid the contract sum in cash and nearly 30% of these cases involved a contract sum of 10 million yen or greater.
- (2) Both the number and proportion of cases concerning fictitious billing (including cases where the transfer of money to the specific bank account was required) demonstrated a decrease when compared to the previous financial year.
- (3) There were a growing number of problems observed in relation to the ‘coverage of life insurance products’ and the ‘fees required for the cancellation of propane gas contracts.’

Advice for consumers:

- (1) It was often the case that the full contract sum had already been paid where elderly consumers were involved. As for the solicitations for prelisted shares and other investment options, it was notable that a seller or buyer turned up to make a timely offer (‘multiple operators working in collaboration to produce theatrical effects during solicitations’) in order to encourage the consumer to purchase shares or make an investment. When it comes to money-making and investment offers, consumers must firstly be aware of the fact that ‘there is no easy way to earn money’ and consult with someone that they are close to and who is trustworthy before making a quick decision to purchase an investment product or initiate an investment transaction.
- (2) Although financial products may bear interest or a profit, they simultaneously generate risks such as the potential for a significant decline in the asset value or a loss that is greater than the principle. When elderly consumers consider purchasing a financial product, it is recommended to prioritize the securement of the necessary living expenses for the future and only invest spare funds.
- (3) A number of cases of secondary damages have been reported where people who have suffered from illegal business schemes in the past were asked to make a new investment or purchase another product. These particular people therefore must stay alert for solicitations with tempting offers such as the ‘previous contract will be cancelled’ and the ‘previous loss can be recovered.’
- (4) Before making a quick decision or paying any fees, consult with the nearest local consumer center immediately when you feel uncertain or suspicious about the product or service offered even in the slightest terms. Utilize the “Precautionary Information to Protect Elderly Consumers” placed on NCAC’s website as it is updated from time to time to introduce illegal business schemes targeting elderly consumers with the latest information as well as tips for people within the community to help identify illegal business schemes to protect elderly people.

The summary of the ‘inquiries and complaints involving personal information’: The number of cases has been declining as a result of the establishment of the Personal Information Protection Law

The law pertaining to the protection of personal information (hereinafter “Personal Information Protection Law”) was issued on May 30, 2003 and was fully enacted on April 1, 2005, approximately two years after the issuance.

In the wake of the full enactment of the above law, NCAC set up the “Personal Information-Related Consultation Telephone Number” to receive inquiries and complaints involving personal information and accordingly provide advice and recommend a suitable organization where necessary. In collaboration with the Cabinet Office (the governmental body responsible for consumer affairs prior to the establishment of the Consumer Affairs Agency), NCAC has also organized the annual briefing nationwide to provide people with detailed information about the Personal Information Protection Law in order to enhance the public awareness towards this law.

The below introduces the summary of the personal information-related inquiries and complaints that have been forwarded to NCAC and local consumer centers with the central focus on the cases raised during the Fiscal 2008.

The summary of the inquiries and complaints involving personal information:

(1) Total number

NCAC and local consumer centers received a total of 47,670 cases of personal information-related inquiries and complaints over the period of four years. The number of these cases has been declining since the Fiscal 2006 and it reached 9,587 in the Fiscal 2008.

(2) Types of consumers

During the Fiscal 2008, the numbers of male and female consumers who raised inquiries and complaints were almost equal. As for the age distribution, people in their 30s accounted for the largest proportion reaching 26.0% followed by those in their 40s and 20s. By occupation, salaried persons and people engaging in household duties accounted for the largest proportion.

(3) Numbers of cases sorted by business area

During the Fiscal 2008, the numbers of inquiries and complaints sorted by business areas were: ‘information and communications’ reaching 2,439 cases, ‘finance/credit’ reaching 798 cases and ‘medical/welfare’ reaching 202 cases. Other inquiries and complaints were categorized into ‘others.’

(4) Causes of problems

During the Fiscal 2008, the following matters were believed to have triggered problems (described in descending order from the greatest number): (1) ‘inappropriate acquisition of personal information’ reaching 5,120 cases (53.4%) where personal information was illegally acquired by business operators (i.e. the member registration of an adult website was completed without the consumer’s knowledge), (2) ‘leakage/loss of personal information’ reaching 2,375 (24.8%) where personal information was illegally leaked out (i.e. a person sent an email to an illegal business operator by mistake), (3) ‘personal information supplied without consent’ reaching 1,489 (15.5%) where personal information was provided to a third party without the consumer’s consent (i.e. the disclosure of telephone records), and (4) ‘use of personal information for purposes that were not intended’ reaching 1,452 (15.1%) where personal information was used for purposes other than what had been explained (i.e. illegal use of resumes).

The summary of the inquiries and complaints involving the Consumer Contract Law and the major court cases

NCAC sorts out the inquiries and complaints associated with the Consumer Contract Law while identifying common cases and tendencies involving both unjustifiable solicitations and contract terms. Since the enactment of the Consumer Contract Law, NCAC has also been paying attention to major court cases held based on the above

law to release precautionary information to consumers.

The Consumer Contract Law, covering all consumer contracts, is designed to help consumers who suffer from unjustifiable solicitations and/or contract terms so as to relieve damages. It has been recognized as an effective tool that helps to contribute to the solution of problems triggered by consumer contracts.

The below introduces the summary of the inquiries and complaints involving the Consumer Contract Law as well as the major court cases that NCAC has been able to identify since October, 2008.

The summary of the inquiries and complaints involving the Consumer Contract Law:

The below introduces both the number and the major case examples of inquiries and complaints involving 'unjustifiable solicitations' (associated with Article 4 of the Consumer Contract Law)' and 'unjustifiable contract terms' (associated with Articles 8 to 10 of the law) observed during the Fiscal 2008.

(1) Inquiries and complaints related to 'unjustifiable solicitations'

Among the 'solicitations that misled consumers,' inappropriate information was provided particularly in the following cases: 'provision of false information' (31,823 cases), 'provision of insufficient information' (29,447) and 'side business offers' (14,605). Meanwhile, consumers were misled mostly in the initial stage of the solicitation due to: 'concealment of the real sales purposes' (16,513), 'offers of free products/services' (23,204), 'offers of house inspections' (5,053) and 'impersonation' (8,842).

Among the 'solicitations that confused consumers,' 'forceful and threatening sales methods' were discovered to be the most problematic (45,903).

The category 'other inappropriate solicitations' consisted of 'secondary damages' (12,152), 'string of sales' (10,183) and 'contracts signed by people who are unable to make a proper judgement' (5,732).

(2) Inquiries and complaints related to 'unjustifiable contract terms'

These cases were mostly associated with 'cancellation fees' (18,563), 'late charges' (7,672) and 'deposits' (20,476).

The major court cases involving the Consumer Contract Law:

As far as NCAC was able to identify, there were 22 instances of court cases during the period from October 16, 2008 to October 21, 2009. These cases were held on the basis of the Consumer Contract Law with rulings handed down.

The 22 cases consisted of those related to 'unjustifiable solicitations' (3 cases) and 'unjustifiable contract terms' (16) as well as those taken on 'under the initiative of qualified consumer organizations*' (3) where a qualified consumer organization seeks an injunction on behalf of a consumer in accordance with the Consumer Contract Law.

Among the above 16 cases involving 'unjustifiable contract terms,' 9 cases were associated with the lease of real estate and the court accordingly highlighted the effectiveness of the contract terms detailing the caution money, rewards, bond, renewal fees and/or fixed amount of contribution for repair. The decision made by the Osaka High Court on August 27, 2009 was particularly remarkable as it ruled to invalidate renewal fees for the first time at a high court level. This particular decision has not however been finalized as of October, 2009 due to the property owner having made a final appeal and the subsequent conclusion that will be reached by the Supreme Court will hence be noteworthy.

The three cases of those taken on 'under the initiative of qualified consumer organizations' mentioned above were the very first ones that saw a ruling since the enactment of the Consumer Contract Law.

* 'Qualified consumer organizations': Those that have been approved by the Prime Minister of Japan as organizations designed to protect the interest of consumers.

The summary of the inquiries and complaints raised as a result of accidents caused by products and the major court cases

In order to understand the utilization status of the Product Liability Law which was enacted in July, 1995, NCAC has examined the tendencies observed in the consumer inquiries and complaints raised as a result of accidents caused by products. These cases were reported to PIO-NET (Practical Living Information Online Network) which is designed to collect consumer inquiries and complaints at a national level.

For example, there were 12,109 cases of inquiries and complaints in the Fiscal 2008 alone detailing accidents caused by products. 6,599 of these cases saw either or both of life-threatening/physical hazards or damages to assets (i.e. products and facilities) due to defective products. In these cases, the proportion of life-threatening/physical hazards was greater than that of damages to assets reaching more than 5,000 cases while approximately 200 cases resulted in both life-threatening/physical hazards and damages to assets. The most common products that triggered life-threatening/physical hazards were 'cosmetic products' while 'air-conditioners, coolers and heaters' were the major products that caused damages to assets.

According to NCAC's investigation, there were 119 instances of court cases held in accordance with the Product Liability Law (as of the end of September, 2009) and seven of these cases took place during the period from 2008 to the end of September, 2009.

The implementation status of NCAC ADR procedures and the summary of outcomes (from September to October, 2009):

NCAC's Conflict Resolution Committee has released the implementation status of ADR (Alternative Dispute Resolution) procedures and the summary of outcomes.

Implementation status (April to October, 2009):

Total number of applications: 63

- Number of those currently under procedure: 25
- Number of those that saw the completion of procedures: 23
 - Number of those that reached a settlement: 9
 - Number of those that failed to reach a settlement: 13
 - Number of those that were rejected: 1
- Number of those that are currently subject to the correction of the application form: 13
- Number of those that were withdrawn: 2

The summary of the outcomes (September to October, 2009):

Based on the results of the discussion held during the 3rd Conflict Resolution Committee Meeting, the summary of the outcomes was released pertaining to the following cases of conflict:

- (1) Delivery of a puppy purchased through an internet mail order service
- (2) Cancellation of a term deposit account which offered a superior rate targeting the holders of a particular membership
- (3) Changes to the investment policies of a trust in-cash contract
- (4) Transfer of the remaining deposit of a prepaid mobile phone to the account of a newly purchased prepaid mobile phone
- (5) Accidental swallowing of a button battery contained in a remote control of a video camera
- (6) Increased automobile mutual aid premium according to the accident history
- (7) Cancellation of a door-to-door sales contract for a vacuum cleaner, a magnetic water activator and a massage machine

- (8) Cancellation of a financial transaction contract regarding “pachinko” winning strategies

Activities of NCAC

(1) Surveys

Increasing consumer issues triggered by door-to-door sales of solar power systems: Do not be tricked by tempting offers such as ‘profits can be created from the sales of solar power’ and ‘incentives are provided by the government’

When it comes to consumer inquiries and complaints forwarded to local consumer centers detailing problematic door-to-door sales of solar power systems, the number of these cases has been declining since the Fiscal 2005 though it went up again in the Fiscal 2008 and is set to increase further in the Fiscal 2009. Over 80% of the total cases involving solar power systems were triggered by troublesome door-to-door sales.

‘Solar power systems,’ mentioned in these cases that were reported to PIO-NET, refer to ‘solar energy generation systems’ and other types of systems that provide both hot water and heating using solar energy. The major examples of these cases are: (1) a consumer wishes to cancel the contract due to false information having been provided during the solicitation and (2) a consumer wishes to cancel the contract as a result of having second thoughts about the price which is very costly.

Ahead of other types of solar power systems, ‘solar energy generation systems’ are particularly expected to be used widely owing to the improved public awareness towards the importance of environmental conservation. Other attractive factors for these particular types of systems include incentives provided by the government besides power companies offering to purchase excess power generated by the household solar energy generation system*. Under these circumstances, NCAC has released precautionary information in order to prevent the occurrence of similar problems and to hold back the expansion of the existing problem.

- * The solar power purchase system will be launched in November, 2009 to enable power companies to purchase the excess power generated through household solar energy generation systems at a rate of 48 yen per kWh.

Problematic areas:

- Sales representatives greatly emphasized the potential profits from the sales of excess solar power leading consumers to have high expectations. Consumers were also provided with incorrect information concerning the solar power purchase system.
- In some cases, consumers were assured that they were ‘entitled to the government’s incentives’ although the product was actually not covered by the incentive scheme.
- Consumers were unable to make a calm decision as they were rushed to sign the contract, the sales representative excessively emphasized the great price and/or the solicitation lasted for a long period of time.

Advice for consumers:

- Obtain a number of quotes and purchase a product only from a trustworthy operator.
- Carry out some research concerning the government’s incentives, the amount of solar power able to be generated by a solar power generation system and the amount of solar power able to be sold.
- Consult with the local consumer center if facing any problems.

Be aware of forceful solicitations targeting prospective job-hunting new graduates: Students have been forced to join an English conversation class or a recruiting seminar

There have been 1,044 cases of inquiries and complaints reported to PIO-NET from prospective new graduates since the Fiscal 2004. These students, struggling to find a place of employment amid the current harsh economic climate, have reported solicitations offering services that were proclaimed to be 'effective for job-hunting.' During these solicitations, students were asked to join an English conversation class or a seminar claiming to introduce effective recruiting strategies and these students were consequently forced to sign a contract. The number of these cases is set to rise in the future.

According to the case examples, prospective new graduates were asked to attend a 'job fair' which actually turned out to be a forceful solicitation making unreasonable demands on the student to join an English conversation class or a recruiting seminar. For example, if a student rejects the offer, he/she is told, "*You lack decision-making abilities and you need to do something about it otherwise you will not be able to find a job.*" In this manner, it is often the case that sales representatives maliciously take advantage of the anxiety of these job-hunting students.

Problematic areas (major case examples):

Prospective new graduates were approached when leaving the grounds of their university or the venue of a job fair and were asked to participate in a written questionnaire that contained questions such as "*What kind of problems are you facing finding a job?*" Students were also asked to write down their personal information including their name and telephone number. They later received a call and were asked to attend a job fair to obtain 'free information useful for job-hunting,' although the actual purpose was to solicit students to join an English conversation class or a recruiting seminar. What then occurs is that the student is taken to a room where he/she sits down with a sales representative face to face, or is surrounded by a number of sales representatives in some cases, and is then forced to endure a solicitation that lasts for a long period of time (commonly ranging from two to six hours). If the student rejects signing the contract, the sales representative says things like, "*You need to take some action otherwise you will not be able to find a job,*" and "*Why do you need to talk to your parents? You are an adult and you must be able to make a decision by yourself.*" In the end, the student is persuaded to sign the contract. When a student rejects signing the contract stating, "*I can't pay such money,*" due to the contract sum being too expensive, he/she is told, "*Why don't you take up a part-time job so that you will be able to pay the sum,*" and is consequently persuaded to sign a credit contract that lasts over a couple of years.

Advice for consumers:

- Decline any unnecessary offer firmly.
- If facing trouble, do not torment yourself and consult with a family member and/or the local consumer center.

Increasing problems involving affiliate marketing and drop shipping: Be aware of offers of 'casual internet side businesses' claiming to be an 'easy way to earn money'

There have recently been a notable number of inquiries and complaints associated with casual side businesses using the internet. In these cases, issues involving 'affiliate marketing' (you create your own website and place advertisements to earn profits) have been growing rapidly beside the cases associated with 'drop shipping' (you sell products through your website to make income).

'Affiliate marketing' means providing space within your own website to place advertisements of the affiliated advertisers. You will receive certain incentives after a visitor to your website has clicked on an ad and then purchased a product from the advertiser. Through 'drop shipping,' you introduce products on your website and, after receiving a purchase order, the manufacturer or the wholesaler directly sends out the product to the purchaser. Although you generally request a broker to create your own website in either of these cases, it is often the case that the broker

asks for a large contract sum and a contract involving such a sum triggers problems.

Under these circumstances, NCAC has summarized the current status of consumer inquiries and complaints and sorted out the problematic areas to release precautionary information.

Summary of the inquiries and complaints reported to PIO-NET:

When it comes to affiliate marketing and drop shipping, a total of 1,118 cases of inquiries and complaints were reported to PIO-NET over the period from the Fiscal 2005 to the end of September in the Fiscal 2009. It reached 379 in the Fiscal 2008 approximately doubling the figure observed in the Fiscal 2007. The number of these cases reached 356 in the first half of the Fiscal 2009 (according to the cases registered by the end of September) displaying a rapid increase 3.5 times greater year-on-year (first half of the Fiscal 2008: 100 cases). As for the types of people who signed a contract, those in their 20s to 40s accounted for over 80% of the total while both genders were almost equally involved in these cases.

Problematic areas identified as a result of the examination of the inquiries and complaints reported:

- Consumers were encouraged to initiate an internet side business and were provided with tempting offers implying an assured profit such as, *"A profit is guaranteed"* or *"It will never fail to earn you a monthly profit of XXX yen."* When consumers complained that they had not been able to produce a satisfactory profit, the broker, failing to provide a proper response to improve the situation, spoke of a number of things that had not been mentioned during the initial solicitation such as, *"You need to launch your own blog or mail magazine and place certain advertisements at your own cost."*
- Despite the large sum required when hiring a broker to create a website, the website created was too simple and looked as though it had been made cheaply. Furthermore, the owner of the website was not able to alter or provide improvements on the website content and/or the owner was not able to access any necessary information such as the number of visitors to the website. In addition, in spite of the initial explanation concerning the broker's advertising strategies and other initiatives to attract customers, the effectiveness of such marketing measures was not visible and consumers were unable to verify if the broker was truly engaging in the promised tasks (i.e. sending mail magazines or enabling the website to be introduced on search engines).
- The types of products to be advertised or sold were not clarified prior to the contract conclusion and this has disappointed some consumers who looked forward to advertising or selling certain types of products.
- In cases of consumers running drop shipping with their name appearing on the website as the administrator, the broker often failed to inform these people that restrictions may apply on their websites for ad placements in accordance with the Specified Commercial Transactions Law due to a drop shipping business being likely to be deemed as a mail order service. The broker also failed to inform these people that they need to take responsibility when a product delivered to a purchaser is found to be defective.
- When making a complaint to the broker concerning the problems observed during the solicitation, the broker, failing to provide a proper response to improve the situation, insisted to the consumer that there was no link between the company that had carried out the solicitation and the broker that had received the contract sum stating, *"We have no connection with the company that carried out the solicitation."*

Advice for consumers

- Do not believe any easy money-making offers as there is no easy way to earn money and that money is earned by working hard for it.
- When asked to pay a large sum, make a decision very carefully whether or not such a contract is really necessary.
- Before signing the contract, obtain adequate information concerning the mechanism of the side business offered and examine the contract terms with care.
- Examine the characteristics of the side business offered.

- Consult with the nearest local consumer center if facing any problems.

Reject any solicitations provided by unknown shady operators soliciting for ‘questionable bonds’

There have been a number of inquiries and complaints forwarded to NCAC and local consumer centers concerning the transactions of corporate bonds. The major example is as follows: ‘A consumer was solicited by a company claiming to be providing aid for refugees from developing countries and accordingly purchased the company’s convertible bonds that were claimed to be ‘capital-safe.’ The consumer however had second thoughts and became suspicious about the transaction and now wishes to cancel it.’

The characteristics of these cases were: (1) the company and the customer concluded a contract directly without the involvement of a financial institution, (2) problematic sales methods were used including misrepresentation stating that the bonds were ‘capital-safe,’ (3) an unknown shady company abruptly contacted consumers to perform solicitations and (4) the actual business status of the bond issuer was uncertain.

Due to consumer issues involving the contracts of these bonds being likely to increase, NCAC has identified corporate bonds with the particular characteristics mentioned above as ‘questionable bonds’ and accordingly released precautionary information.

The characteristics of ‘questionable bonds’ and problematic areas:

(1) Bond issuers

- Although the bond issuers involved in these cases often claimed to be running overseas projects, consumers were unable to obtain further information about the company apart from its leaflets and the website. These companies were not provided with a credit rating and they also failed to submit the necessary business documents (i.e. securities notification statement) to the local finance bureau. Consumers were hence unable to verify the actual business status of the company in order to make a decision whether or not to commence the investment transaction offered.
- There have been a number of emerging cases where consumers who purchased bonds have been unable to contact the bond issuer.

(2) The problems of ‘questionable bonds’ as financial products

- Although these products are mostly sold as convertible bonds and the bond issuer claims in its leaflet that the ‘company aims to join the market promptly,’ there is no absolute guarantee that the bonds will be converted into shares and such shares will then be listed in the future.
- Due to these bonds being unsecured with no collateral (i.e. real estate) involved, it is highly likely that the purchaser suffers a total loss in the event of the default of an obligation.

(3) Sales and solicitation methods

- Due to the bond issuer directly carrying out solicitations with no intermediation of a securities company, it is almost impossible for the purchaser to resell the bonds once the contract has been concluded. Bond issuers, proclaiming the sales of ‘corporate bonds’ while actually intending to collect funds, are deemed to be undertaking collective investment schemes and are hence required to register with the Financial Services Agency.
- Despite the fact that some of these bonds were sold as ‘capital-safe,’ bonds are financial products and their capital is not guaranteed. Bond issuers that perform solicitations stating that their bonds are ‘capital-safe’ therefore are likely to conflict with the Investment Law.
- Tempting offers were made such as, “*There is an investor who would like to buy the bonds at a high rate,*” aiming to mislead the potential purchaser into thinking that he/she was able to resell the bonds to make a profit. After the conclusion of the contract, however, the company often employed deceptive tactics to postpone the resale of the bonds by making a number of excuses.

Advice for consumers:

- ‘Questionable bonds’ are extremely risky and the legitimacy of the bond issuer is often highly doubtful. Do not purchase any bonds from an unknown shady company or a company with an unclear business status.
- Do not trust what is said during a solicitation performed by bond buyers as they are extremely likely to be breaching the Financial Instruments and Exchange Law.
- Elderly people are often targeted by problematic solicitations of ‘questionable bonds.’ If you have received such a solicitation and felt suspicious even in the slightest terms, or if you feel uncertain about the transaction, consult with your family member, someone in your community and/or a friend that you can trust before making up your mind independently.
- It is important to gain knowledge of and collect information about general financial products in order to tackle problems likely to be triggered by abrupt door-to-door sales and telemarketing.
- Consult with the local consumer center promptly after receiving a solicitation of ‘questionable bonds’ or signing a contract.

(2) Safety hazard information

Decorative gold fish toys with a lead weight: The risk of lead poisoning and a warning provided by a pediatrician

Plastic gold fish and water plants are available for purchase and these toys are designed to be placed in a tank or a fish bowl for decoration purposes. An accident case was however reported by a pediatrician to NCAC’s email system “E-mail for Consumer Problems” in July, 2009 stating as follows: ‘A set of plastic gold fish and water plants were discovered to contain a lead weight which is designed to sink the fish and plants into water. An accident took place when an infant accidentally swallowed the weight and this could have left the child suffering from severe physical hazards due to lead poisoning.’

Lead is widely used in household products such as in the components of general merchandise and accessories due to its reasonable prices and it being easy to process. The accidental swallowing of lead however may lead to life-threatening issues. There was an accident that occurred in the United States in 2004 which resulted in the death of an infant due to lead poisoning. The child accidentally swallowed a bracelet which was provided as a free gift. In response to this particular accident, a number of countermeasures have since been introduced in Japan in order to prevent similar hazards.

The above accident case reported to NCAC on this occasion nevertheless occurred despite the government’s effort to prevent accidental lead poisoning. NCAC has therefore released precautionary information concerning the proper handling of household products that contain lead and the prevention of accidental swallowing of such products.

Problematic areas:

A relatively wide range of restrictions apply to the use of lead ranging from use in living and working environments and use in products designed to be eaten or entered into a person’s mouth (i.e. food and tableware) up to children’s toys.

There is however no specific restriction applying to general merchandise that is not necessarily designed to be entered into a person’s mouth. People using these products may therefore be unaware of the fact that they contain lead. It is hence possible that an infant may come into contact with such products in household situations.

In the case of the above-mentioned accident reported to NCAC, prompt and appropriate action was made possible after the occurrence of the accident as the relevant toy product comes with the labeling indicating that it contains lead. The majority of general merchandise however does not contain labeling indicating the materials

used and, for this reason, prompt action may not be possible when a similar accident occurs involving any of these products that contain lead.

Request to business owners:

The use of lead should be restricted to the greatest possible extent in household products that may possibly be touched by infants and children in day-to-day situations.

As for products that contain lead, labeling must be provided to indicate the materials used in the product. The level of safety of these products should also be improved to prevent the elusion of lead in the event of an accidental swallowing.

Advice for consumers:

In order to prevent infants from accidentally swallowing a product that contains lead, be careful when handling and managing any household products with labeling indicating the use of lead as well as any metal products where you are uncertain as to whether or not they contain lead.

When an infant is suspected to have swallowed a metal product or a product that contains lead, consult with a doctor immediately and, by way of precaution, ask for a medical examination assuming that lead has been consumed.

Safety hazards caused by meals provided at 'restaurants': The necessary handling in the event of a problem

As regards safety hazard cases reported to PIO-NET involving meals provided at 'restaurants,' the number of these cases increased in the Fiscal 2008 displaying a figure approximately 1.7 times greater than that observed in the Fiscal 2004. The examples of these cases are as follows: (1) teeth were damaged due to pieces of plastic being mixed in with the meal and (2) an allergic reaction to eggs took place although there was labeling indicating that no eggs were contained in the meal. When examining the cases that resulted in safety hazards, it was discovered that the number of such cases has been increasing since the Fiscal 2007 demonstrating a figure approximately over two times greater when compared to the results in the Fiscal 2004. The most common safety hazards triggered were 'digestive problems' followed by 'food poisoning.' 32 safety hazard cases saw severe health problems requiring 'one month or longer' for the sufferers to recover and these severe cases often involved 'foreign materials mixed in with a meal,' 'allergic reactions' and 'burns.'

Under these circumstances, NCAC has summarized the safety hazard cases involving meals provided at 'restaurants' and has accordingly released precautionary information including the necessary handling in the event of problems.

Advice for consumers:

(1) Foreign materials mixed in with a meal

- When a safety hazard has occurred while eating out due to foreign materials being mixed in with a meal, call for restaurant staff to confirm the inclusion of such materials in the presence of the staff and, if possible, take photographs of the foreign materials as well.
- When receiving medical treatment, obtain a medical certificate to use it as proof.
- Preserve the foreign materials included in the meal where possible as the cause of the problem may need to be identified later on.

(2) Allergic reactions

- When eating out at restaurants, you need to be responsible in ensuring that the meal you have ordered does not contain any ingredients that you are allergic to. It is necessary to become aware of the health conditions of both yourself and your family members and what kind of food you and your family members

are allergic to.

- No legal obligation applies to restaurant owners to warn customers that the meals provided at the restaurant may result in allergic reactions. It is therefore necessary for those that are allergic to certain food to ask restaurant staff about the ingredients contained in the meal.

(3) Food poisoning

- When feeling unwell while eating out, do not force yourself to eat the meal and check with restaurant staff.
- If food poisoning is suspected, seek medical treatment and report to the local health center or health and welfare office.

(4) Burns

- Pay attention to where the meals are located when an infant is present.
- When suffering burns, promptly cool down the affected areas and seek medical treatment where necessary.

(5) Others

- It is often the case that you need to have a talk with the restaurant owner when experiencing a safety hazard. For this reason, clarify what you have eaten and the symptoms observed and store things that may be used as proof such as the receipt.
- Consult with the local consumer center when you feel uncertain such as when you are not sure who to seek advice from.

Requests to business owners:

(1) Foreign materials mixed in with a meal

Provide clearer instructions to both the suppliers of food ingredients and restaurant staff to prevent foreign materials from being included in meals during delivery and storage or while cooking.

(2) Allergic reactions

A person may become subject to severe health hazards such as respiratory problems when he/she experiences an allergic reaction. It is therefore important to gain improved knowledge concerning allergies and provide superior services to customers with allergies.

(3) Food poisoning

Improve the level of sanitary supervision.

(4) Burns

Provide training to restaurant staff to prevent any potential accident and enable them to provide first aid treatment in the event of an accident.

(5) Others

There are a number of restaurant owners that deliver superior customer services by utilizing their own website to provide Q&As and introduce the contact numbers of organizations so that customers are able to seek advice when they have experienced any issues. These examples need to be taken up by the entire industry to provide improved consumer services.

(3) Product testing

Safety of hot-water bottles designed to be heated using microwaves or IH hot plates

Hot-water bottles are a form of heating equipment that has been used since ancient times. They are made of metal or plastic designed to contain hot water to provide warmth. The more recent popular hot-water bottles are those that are microwave-safe and those that can be directly heated on a gas stove and/or IH hot plate.

With reference to hot-water bottles, however, 218 cases of safety hazard and risk information were reported to

NCAC's Injury Information System* over the period from the Fiscal 2004 to the end of August in the Fiscal 2009 and the number of these cases has been increasing every year.

Besides 113 of the most common injury cases having resulted in low temperature burns while the user was asleep, 23 cases were triggered while heating a microwave-safe hot-water bottle in a microwave and 11 cases took place while heating a hot-water bottle on a gas stove or an IH hot plate. The examples of these cases that caused severe damages are as follows: (1) When a microwave-safe hot-water bottle was being heated using the microwave's automatic heating function, the bottle exploded with the gel contained within splattering on the user's face causing burns, and (2) When the user of a hot-water bottle designed for IH hot plates put the bottle onto the IH hot plate with its cap on, the bottle exploded after the user left the hot plate for a couple of minutes and the hot plate accordingly broke.

Under these circumstances, NCAC performed testing targeting hot-water bottles that can be heated using microwaves and IH hot plates to identify what types of usage may trigger accidents and to verify whether or not these products are provided with safety features. Precautionary information was then released to enhance consumers' awareness. The total of 6 products (6 manufacturers) subject to the testing consisted of 3 microwave-safe products and 3 products designed for IH hot plates. These were selected from highly-ranked products acknowledged as 'popular' and 'recommended' by internet mail order websites with a price of 2,000 yen or below.

- * The Injury Information System is an online system that connects NCAC with nationwide consumer centers and cooperating hospitals (designed to provide safety hazard information) in order to collect and analyze safety hazard information (information detailing accident cases where consumers suffered life-threatening or physical hazards from faulty products or services) and risk information (information detailing accident cases where consumers were potentially subject to life-threatening or physical hazards from faulty products or services) in order to prevent the occurrence of similar problems and to hold back the expansion of the existing problem.

Major product test findings:

(1) Microwave-safe products

The time period required to heat the bottle using the microwave's automatic heating function was found to be longer than the time period specified by the product's manufacturer. For this reason, overheating occurred resulting in the bottle content retaining a high temperature and accordingly leaking out in some cases.

Although one of the tested products is provided with illustrated precautionary information on its package box to warn against the use of the microwave's automatic heating function, neither this particular product nor the remaining tested products have such information on their main body.

None of the tested products specify the number of times or years where the product can be used safely.

(2) Products designed for IH hot plates

While these products were being heated with their cap on retaining a high temperature, hot steam spurted out when the cap was removed. Some of the tested products exploded when they were continuously heated with their cap on.

Although the tested products are generally able to endure a large pressure ranging from approximately 400kPa to 500kPa, none of these products are provided with a safety mechanism to release the pressure applied.

All of these three products provide precautionary information on their packing material stating that the product should not be heated with its cap on. While two of these products come with a precautionary information label attached on the main body, the label is able to peel off easily.

Advice for consumers:

(1) Microwave-safe products

Do not use the microwave's automatic heating function as it may overheat the product.

(2) Products designed for IH hot plates

Do not heat the product with its cap on.

Requests to the industry:

(1) Microwave-safe products

Provide easy-to-understand precautionary information on the product's main body to warn against the use of the microwave's automatic heating function and improve the design of products to prevent their content from retaining a high temperature and accordingly leaking out in the event of overheating. Also clarify the expiration date for the purpose of safe use.

(2) Products designed for IH hot plates

Provide a safety mechanism that releases the pressure applied to ensure that the inner pressure does not rise abnormally. As for precautionary information to warn against the heating of the product with its cap on, the information must be displayed on the product's main body in such a way that the information cannot come off easily.

Masks proclaimed to be effective in protecting against flu viruses: The reliability of product labeling content

With the increasing demand for masks due to the recent epidemic of new influenza viruses, a large number of products are now available proclaiming to be effective in protecting against flu viruses such as those stating that they are able to '*protect against 99% of viruses.*'

Domestically, the official certification and standards only apply to dust masks designed to be used in work sites to protect workers from inhaling dust generated within the site. Masks designed to be used when a person has caught a cold or suffers from hay fever are not subject to any official certification or standards. As a consequence, a huge variety of general-use masks are now proclaimed to have a high level of filtering effects and it is difficult for consumers to make up their minds as to which product should be selected (i.e. the true effectiveness of these masks is difficult to be verified by consumers).

771 cases of mask-related inquiries and complaints were reported to PIO-NET over the period of approximately five years from the Fiscal 2004 and 205 of these cases were associated with the quality and performance of products such as the following: 'A consumer purchased a set of masks proclaiming to be as effective as the masks that are approved to be able to protect against new influenza viruses though what were delivered were ordinary masks using nonwoven fabric.'

Under these circumstances, NCAC tested a total of 15 products (pleated masks produced by 9 manufacturers and cup-shape masks produced by 6 manufacturers) that are proclaimed to be able to protect against flu viruses to examine their filter performance and measure the amount of air going in and out through the gaps between the face and the mask. Precautionary information was then released to enhance consumers' awareness.

Major product test findings:

1. Filtration efficiency

In the cases of the tested products with inappropriate labeling that may mislead consumers into thinking that the products meet the requirements for N95 (Particulate Respirator Type N95)* masks with a filtration efficiency of 95% or greater, some of these products were discovered to have a poor filtration efficiency of 80% or lower.

* N95 is the standard set forth by NIOSH (National Institute of Occupational Safety and Health) in the United States.

2. The amount of air going in and out through the gaps between the face and the mask

The average ratio of air leakage was over 40% common to all of the tested products. It was discovered that even those with a high level of filtration efficiency are not able to totally protect against tiny particles including flu viruses due to the gaps created between the face and the mask.

3. Comfortability

Over half of survey participants stated that there were gaps created around the nose and this was common to all of the tested products. The pleated masks were found to be prone to creating gaps in the cheeks as well. A large number of survey participants stated that it was difficult to breathe when wearing the products with a small amount of air leakage.

4. Product labeling

The tested products are provided with eye-catching advertising phrases including “*Protect against 99.9% of viruses*” and such a figure is believed to imply the level of filtration efficiency. When it comes to the filtration efficiency, however, the sizes of particles (i.e. viruses, droplets of viruses and bacteria) vary and it is not possible for consumers to identify what kind of particles are targeted by the product. Furthermore, no masks are able to totally protect against tiny particles even if their filtration efficiency is high due to air going in and out through the gaps between the face and the mask. These products may hence make consumers overconfident concerning the product’s effectiveness. In addition, some of the products with internet advertisements stating “*Equivalent to N95*” do not employ such a phrase on its actual package. 6 out of the total of 15 tested products do not provide the instructions to help users to wear the product properly.

5. Prices

It is not the case that the products proclaiming a high level of filtration efficiency are priced high.

Advice for consumers:

In general, people with flu symptoms tend to wear a mask on their own initiative to prevent the droplets of the virus from spreading when coughing and sneezing. When it comes to masks proclaiming to be effective in protecting against viruses, it is important not to become overconfident regarding the effectiveness of the product as the filtration efficiency of these products varies and masks are generally unable to totally prevent the transmission of infection such as flu due to the gaps created between the face and the mask.

Instead of focusing on numeric data such as prices and filtration efficiencies, what is truly important is to select the mask suitable to the size and shape of your face to prevent gaps from being created between your face and the mask to the greatest possible extent.

Requests to the industry:

Establish proper standards in order to: improve the labeling of products that may mislead consumers due to the false information contained (i.e. implying that the product meets the requirements for N95), improve the labeling of products to prevent consumers from becoming overconfident concerning the product’s effectiveness, and provide usage directions to ensure that consumers are able to wear the product correctly.

Furthermore, develop products with a smaller amount of air leakage from the gaps between the face and the mask which are also comfortable to wear.

Requests to the government:

Some products with a poor filtration efficiency imply that they meet the requirements of N95 and these products may conflict with the Act against Unjustifiable Premiums and Misleading Representations. Stricter supervision and instructions are therefore required.

In addition, the industry needs instructions for the establishment of product labeling standards to remove improper labeling that leads to consumers becoming overconfident concerning the product’s effectiveness as well as to provide usage directions to help consumers to wear the product correctly.