



# NCAC NEWS

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\* For further details regarding each topic introduced below, refer to the following URL which contains the actual text of the reports released (PDF files) (Japanese only):

<http://www.kokusen.go.jp/news/news.html>

— Inside of this issue —

## **Consumer Affairs Climate**

2p **The 2009 Top Ten Consumer Issues**

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

### **(1) Surveys**

2p **Problems caused by telemarketing concerning the placement of people's names in newspaper advertisements: Persistent solicitations were performed with fees required in some cases although consumers did not agree to have their names appear in the advertisements**

3p **Be aware of telemarketing claiming to be able to adjust debts**

4p [Internet-related consumer issue №1]

**More diversified and skillful solicitation methods adopted for 'one-click billing fraud'**

5p [Internet-related consumer issue №2]

**Online game-related problems commonly experienced by children: Large fees are billed by the operators of websites proclaiming the supply of 'free' online games**

6p **Credit card revolving payments: The necessity to examine how revolving payments work before using the card**

7p **Be aware of contracts for pinball machine winning strategies**

8p [Internet-related consumer issue №3]

**Issues triggered by rental video delivery services that proclaim to be 'free of charge' though service fees automatically apply after a certain time period**

### **(2) Safety hazard information**

10p **Accidents caused by wheeled suitcases: A number of accident cases have been reported where a person ran into a wheeled suitcase being pulled and accordingly suffered injuries**

10p **Accidental ingestion of soap that resembles snacks**

### **(3) Product testing**

11p **The sterilization performance of soft contact lens solutions against Acanthamoeba (monitoring tests have also been performed)**

## **Consumer Affairs Climate**

### **The 2009 Top Ten Consumer Issues**

The year 2009 marked a new phase for Japan's consumer affairs administration with the establishment of the "Consumer Affairs Agency" in September and a number of measures that were undertaken to enable local consumer affairs administrative bodies to strengthen their activities. Every year, the National Consumer Affairs Center of Japan (hereinafter "NCAC") selects and accordingly reveals the "Top Ten Consumer Issues" of the financial year by taking into account inquiries and complaints that attracted public attention and that were raised by a large number of consumers during the year. The 2009 Top Ten Consumer Issues are described below:

The 2009 Top Ten Consumer Issues:

- The "Consumer Affairs Agency" and the "Consumer Commission" were established attracting increasing public expectations towards an improved and strengthened consumer affairs administration.
- A number of measures were introduced to achieve an improved 'local consumer affairs administration.'
- The epidemic of 'new influenza viruses' caused negative impacts on people's lives.
- A large number of 'accidents where children were hurt' took place exposing the necessity to prevent these accidents through society-wide countermeasures.
- Problems involving 'investments' showed no sign of significant decline.
- A series of incidents were reported where company personnel illegally provided third parties with the 'personal information' of customers. A number of cases of the unauthorized use of personal information by third parties were also reported.
- The Legislative Council of the Ministry of Justice submitted a report to recommend lowering the legal age of adulthood to eighteen highlighting the new challenge to establish consumer damage control measures targeting youth.
- Both the "Act on Specified Commercial Transactions" and the "Installment Sales Act" which had undergone revisions were fully enacted and the responsible organizations began collaborating with each other to adjust to the pursuing changes.
- 'Qualified consumer organizations' began handling more extensive consumer problems at a national level.
- NCAC started to undertake 'consumer ADR procedures' in a stable manner.

## **Activities of NCAC**

### **(1) Surveys**

#### **Problems caused by telemarketing concerning the placement of people's names in newspaper**

#### **advertisements: Persistent solicitations were performed with fees required in some cases although consumers did not agree to have their names appear in the advertisements**

The following case was reported to a local consumer center in August, 2009:

A consumer received a telemarketing call at home and was asked to place her name in a newspaper advertisement to show her support of the baseball team of the school from which she graduated. Being unable to refuse, the consumer accepted the offer and paid the required fee through a bank transfer. The same telemarketer, "Keizaisha Inc.," however rang her again on a later date demanding a further payment claiming that her name was placed in the advertisement of another newspaper.

The local consumer center, while advising this consumer to send a cooling-off notification, made inquiries towards the company which however refused to accept the consumer center's offer to mediate for this case. Upon the

request made by the consumer center, NCAC then contacted the company in order to learn why it refused to apply a cooling-off period but the company did not provide an answer. The company uses a rental office and a legal personality registration has not been made based for this address. Furthermore, the company representative is not known.

Although a number of similar problems have been reported to other consumer centers nationwide, it is practically impossible to recover consumer damages caused by Keizaisha Inc. NCAC hence released precautionary information in order to prevent the occurrence of similar problems and to hold back the expansion of the existing problems.

#### Problematic areas:

- The company used threatening solicitation methods particularly towards elderly females when performing telemarketing and/or when asking for a fee payment.
- Even though the consumer did not agree to have his/her name appear in the advertisement by declining the offer, a fee payment was demanded claiming that the consumer's name was already placed in the advertisement.
- Although the company demanded a fee payment claiming that the consumer's name was placed in a newspaper advertisement, it is likely that such a newspaper does not exist. It is therefore doubtful whether or not the consumer's name actually ever appeared in the advertisement.
- The company provided a contract form that conflicts with the Act on Specified Commercial Transactions as the document neither contained a sufficient explanation concerning the cooling-off period nor the name of the company representative.
- The company has failed to accept the offers made by NCAC and the local consumer center to mediate for the above case or to apply a cooling-off period.

#### Advice for consumers:

- If receiving a solicitation from Keizaisha Inc. to place your name in a newspaper advertisement, be firm in declining the offer and, if facing persistent solicitations on a continuous basis, contact your telephone company to identify the calls from Keizaisha Inc. as nuisance calls so that you will not receive such calls. Furthermore, when a fee payment is demanded even though you have declined the offer (i.e. when the company sends you the actual newspaper which contains the relevant advertisement), do not make any payments and ignore the demand.
- In general, it is often the case that elderly people have already paid the fees required when the problem comes to light. It is therefore important that people in the community watch out for the elderly on a day-to-day basis in order to discover any changes to elderly people's everyday lives.
- Consult with a local consumer center located nearby when you are facing any problems caused by solicitations or after you have paid the fees required.

## **Be aware of telemarketing claiming to be able to adjust debts**

The number of inquiries and complaints related to multiple debts has been continuing to increase year after year with nationwide consumer centers handling more than 90,000 cases during the Fiscal 2008.

Under these circumstances, there have been a remarkable number of cases reported within the last few years where a person, claiming to be a lawyer or a staff member of a volunteer organization, approached consumers in order to 'help adjust debts' triggering problems. Specifically, it is often the case that consumers received a telemarketing call and were consequently asked to pay seed money. According to PIO-NET (Practical Living Information Online Network), there have been 620 cases of similar issues reported since the Fiscal 2004. The number of these cases registered by the end of October in the Fiscal 2009 showed an increase approximately 30%

greater year on year displaying an upward trend.

These cases involved the extremely malicious business practice of approaching consumers who have debts by mentioning the names of lawyers and NPOs in order to convince consumers that they are able to adjust their debts. NCAC hence released precautionary information in order to prevent the occurrence of similar problems and to hold back the expansion of the existing problems.

Problematic areas:

- Personal information (i.e. name, address and debt status) has been leaked out to telemarketers.
- After mentioning the name of a lawyer, consumers became easily convinced and were hence unable to make a calm decision.
- Some consumers living in regional areas were told that the case was to be handled by a lawyer based in a distant location and the actual business status of such a lawyer was unknown.

Advice for consumers:

- Decline firmly any telemarketing offers claiming to be able to help adjust your debts.
- People who have had debts in the past or those that are currently facing debts must particularly stay alert.
- When you need to adjust your debts, consult with a trustworthy lawyer who you are able to meet in person.

### **Internet-related consumer issue №1**

#### **More diversified and skillful solicitation methods adopted for 'one-click billing fraud'**

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.

#### **[Internet-related consumer issue No2]**

#### **Online game-related problems commonly experienced by children: Large fees are billed by the operators of websites proclaiming the supply of ‘free’ online games**

The below introduces the ‘internet-related consumer issues’ that have been released for the second time in collaboration between the Consumer Affairs Agency and NCAC.

During the Fiscal 2009, a total of 654 cases of inquiries and complaints were forwarded to nationwide consumer centers detailing problems triggered by online game websites accessible through mobile phones and computers. Approximately 40% of these cases involved online game websites proclaiming that they were ‘free of charge’ and 110 cases involved young people under the age of twenty and about half of these cases (51 cases) involved primary school aged children. Due to the notable number of young children that have been experiencing this consumer

problem, precautionary information has been released in order to prevent the occurrence of similar problems and to hold back the expansion of the existing problems.

Problematic areas identified based on the case examples:

- While website operators greatly emphasize through TV and magazine advertisements that online games can be played 'free of charge' on their website, they fail to provide easy-to-understand information to make people aware that fees apply when it comes to the use of certain website content.
- Large fees apply immediately after accessing a problematic online game website that proclaims to be used 'free of charge.'
- If you provide your personal information to someone you have come to know through an online game website, solicitation mail may arrive and/or a demand may be made for a payment although you have no recollection of using any of the services indicated in the bill.

Advice for consumers:

- Be aware that, when using an online game website proclaiming to be 'free of charge,' it is often the case that you need to pay for certain game and avatar items. Communication charges also apply when using such a website.
- When someone you have come to know on the internet tells you that there is a website where you can play games for free, do not access such a website carelessly. Furthermore, do not provide your personal information without caution.
- Consult with a local consumer center when facing any problems.

Requests to the industry:

Free online game website operators must provide more easy-to-understand labeling and advertisements to make consumers fully aware of the fact that user's fees and/or communication charges apply to play some online games.

## **Credit card revolving payments: The necessity to examine how revolving payments work before using the card**

During the period from 2004 to the end of November, 2009, a total of 1,129 cases of inquiries and complaints were raised concerning credit card revolving payments and the number of these cases indicates an upward trend.

[Case example 1]

A consumer signed a credit card contract and kept using the card until only later discovering that it was a revolving credit account.

[Case example 2]

A consumer used a revolving credit card without sufficient knowledge about how revolving payments work and only later realized that the 'balance of payments remained full even though the applicable fees were paid.'

In addition to the above cases, there were some cases of multiple debts reported:

[Case example 3]

A consumer simultaneously used a number of credit cards based on revolving loans resulting in being unable to make the repayments.

While revolving payments are able to reduce the amount of monthly repayments to a certain extent, they may require a longer time period for repayment and generate repeating fees. For this reason, multiple debts can take place if adopting revolving loans repeatedly without caution. Furthermore, some credit card issuers heavily encourage consumers to use the revolving payment system by emphasizing privileges such as cash-back services and this will likely increase problems generated by revolving payments.

Under these circumstances, NCAC released precautionary information to ensure that consumers gain a proper understanding of how revolving payments work before using the card. Requests were also made to credit card issuers to supply more easy-to-understand information so that consumers are able to understand how revolving payments work.

Problematic areas:

- Credit card issuers fail to provide information appropriately concerning revolving credit cards and automatic revolving payment systems.
- Credit card issuers fail to provide sufficient information concerning how revolving payments work.
- Credit card issuers encourage consumers to use the revolving payment system by providing privileges.
- Revolving payments may require a longer time period for repayment and generate repeating fees and multiple debts can hence be triggered if using such a payment system repeatedly.

Advice for consumers:

- Carefully examine the entire content of the contract document, including anything written in small font sizes, when applying for a credit card or when changing the payment details of the existing credit card.
- Do not select a revolving payment without careful consideration when you run out of cash. Gain a proper understanding of how revolving payments work before using such a payment method.
- Consider increasing the amount of monthly repayments or paying off the balance when you can afford to do so.
- Verify the payment methods of any existing credit cards and check the bills.
- Consult with the nearest local consumer center when facing any problems.

Requests to the industry:

- Provide more easy-to-understand information concerning how revolving payments work and also clarify the applicable fees.
- Provide more easy-to-understand information when offering revolving credit cards to enable consumers to be fully informed so that they are able to identify and select the most suitable card.
- Indicate the balance of repayment and the schedule for the remaining payments in the bill more clearly.
- Improve the level of user-friendliness of credit cards by making consumers aware that they are able to increase the monthly repayment amount.

## **Be aware of contracts for pinball machine winning strategies**

During the period from the Fiscal 2004 to the end of November, 2009, a total of 18,525 cases of inquiries and complaints were reported to PIO-NET concerning contracts for pinball machine winning strategies (designed for “*pachinko*” (pinball machines) and “*pachisuro*” (pinball machines fitted with a slot machine)).

[Case example 1]

A consumer was told during a solicitation that winning strategies were to be provided free of charge but found him/herself being coerced into signing a contract requiring a large sum.

[Case example 2]

A consumer was told that a profit was guaranteed and accordingly signed a contract though no profit has been produced.

[Case example]

A consumer was asked to provide a certain amount of money in the form of a deposit with the claim that it would be returned at a later date though the money has not yet been recovered.

In this manner, there have been a large number of inquiries and complaints received with problematic areas

observed in contracts for pinball machine winning strategies. Under these circumstances, NCAC summarized the details of this issue (the number of inquiries and complaints, case examples and problematic areas) and released precautionary information to ensure that consumers are never tempted to trade with business operators offering pinball machine winning strategies.

Problematic areas identified based on the case examples:

- The effectiveness of the winning strategies provided was doubtful.
- Problematic solicitation methods were employed.
- Some consumers were unable to contact business operators.

Advice for consumers:

- Even if it is emphasized in the advertisement that the pinball machine winning strategies are provided 'free of charge,' do not trust this sales phrase and never deal with such business operators.
- In some cases, consumers have been unable to contact the business operator after asking for their contracts to be canceled and any negotiation for the recovery of the money paid as a deposit has not taken place. It therefore must be understood that it may be difficult to recover the damages suffered.

### **[Internet-related consumer issue №3]**

#### **Issues triggered by rental video delivery services that proclaim to be 'free of charge' though service fees automatically apply after a certain time period**

The below introduces 'internet-related consumer issues' that have been released for the third time in collaboration between the Consumer Affairs Agency and NCAC.

According to NCAC's "E-mail for Consumer Problems" (designed to collect consumer affairs information) and nationwide consumer centers, the number of inquiries and complaints detailing problematic rental video delivery services (including DVDs and CDs) have been increasing.

To use rental video delivery services, desired DVDs (and/or CDs) are ordered using a service provider through the internet and the requested items are then delivered to the customer's home. Items are designed to be returned via post or other delivery methods. It is often the case that the number of DVDs and CDs that can be rented monthly is set at the time of the contract conclusion and a large number of service providers claim that they do not charge late fees.

However, a variety of problematic cases have been reported as below:

[Case example 1]

A consumer was using a rental video delivery service that emphasized 'free services' and/or 'free trial periods' though service fees began suddenly applying with no prior notification.

[Case example 2]

The service provider failed to provide a notification in advance that service fees would start to apply.

[Case example 3]

A consumer wished to cancel the contract as the items ordered during the trial period were not delivered. The service provider nevertheless did not accept the request for cancellation.

[Case example 5]

Late fees were billed although such fees were initially proclaimed not to apply.

As a result of NCAC's investigation, it has been confirmed that, although the providers of these services do emphasize 'free services' and/or 'free trial periods,' it is difficult for consumers to understand that service fees will start to apply automatically and this is hence likely to mislead consumers into thinking that the service is to be provided



with no cost. Under these circumstances, NCAC summarized the problematic areas and accordingly released precautionary information in order to prevent the occurrence of similar problems. A number of requests were also made to the industry to provide countermeasures.

#### Number of inquires and complaints:

During the last five years, a total of 261 cases of inquires and complaints were reported to PIO-NET regarding rental video delivery services demonstrating a rapid growth in recent times. For example, while the number of cases reported during the Fiscal 2005 was 14, it jumped up to 89 in the Fiscal 2008 and further increased to 96 at the end of December in the Fiscal 2009. In particular, the total number of inquires and complaints reached 141 when it came to services highlighting 'free services' and/or 'free trial periods.' The number of these particular cases was 71 in the Fiscal 2009 accounting for a large proportion.

#### Problematic areas:

- While highlighting 'free services' and/or 'free trial periods,' service providers fail to provide sufficient information to warn consumers that the service will automatically become fee based after a certain period of time.
- Service providers fail to provide easy-to-understand information for consumers to verify the contract details before applying for the service.
- A number of provisions apply in addition to the terms of use and consumers are hence unable to gain a proper understanding of the contract details.
- No specific reasons are introduced as to why credit card details are required to be provided when applying for a 'free service' or the 'free trial period.'
- The delivery date of the rented items and/or the date of confirmation of the returned items are unclear.

#### Advice for consumers:

- Examine the contract details carefully to discover the detailed information concerning the 'free services' and/or 'free trial period.'
- Make a careful decision when asked to provide your credit card details as such information may be used for payment purposes.
- Return the rented items promptly if you wish to cancel the contract because the service provided was not what you expected it to be.

#### Requests to the industry:

- Improve the labeling methods to clarify that the free service period will end after a certain period of time and that service fees will then begin to apply.
- Improve the content of the service application web page to enable consumers to gain a more proper understanding of the contract details.
- Integrate the content of the terms of use to provide easy-to-understand information.
- Clarify the necessity of the credit card detail registration as well as the usage purpose of such information.
- Clarify the number of days required for the delivery and return of items.

## **(2) Safety hazard information**

### **Accidents caused by wheeled suitcases: A number of accident cases have been reported where a person ran into a wheeled suitcase being pulled and accordingly suffered injuries**

There has been a recent trend where many people walk pulling a suitcase equipped with wheels (hereinafter “wheeled suitcases” while they are commonly called “carry bags” or “caster bags” in Japan). A number of accident cases have however been reported as below:

[Case example 1]

A person bumped into a wheeled suitcase which was being pulled by another person and accordingly suffered injuries.

[Case example 2]

A person was walking pulling a wheeled suitcase and caused injuries to another person.

Wheeled suitcases are useful when it comes to carrying around heavy items and small-sized products are available with prices starting from only a few thousand yen. With their high level of usability, these suitcases have become popular for not only traveling purposes but also daily business or shopping purposes. The types of people that use such a product have therefore become more varied.

When these suitcases are pulled around in crowded locations such as train stations, however, they can be a cause of injury to people that may accidentally run into the suitcase unless the user remains careful. NCAC purchased four different wheeled suitcases that were randomly selected to examine how much space these suitcases generally take up when they are being pulled and accordingly discovered that a maximum distance of 156cm is required in the vicinity of the user pulling a wheeled suitcase.

While warning information has been provided by railroad companies, there is a concern that the number of accidents is likely to rise and NCAC hence released precautionary information in order to prevent the occurrence of similar problems and to hold back the expansion of the existing problems.

Advice for consumers:

- Be aware that you take up an unexpectedly large space when walking with a wheeled suitcase and therefore stay alert not to cause any harm to other people.
- It is often the case that, when walking with a wheeled suitcase in busy and crowded locations such as train stations, people often fail to notice or tend to be unaware that the suitcase is being pulled. It is therefore recommended to hold the suitcase instead of pulling it or keep it close to your body if it is necessary to pull.
- Do not pull but hold the suitcase when walking on the ground with any elevation change (i.e. when walking up/down stairs and getting on/off a train). When using an escalator and placing the suitcase on the step, ensure that it does not fall down the escalator by chance.

Manufacturers and distributors of wheeled suitcases need to provide improved precautionary information by creating leaflets and posters in order to facilitate the safe and correct use of these suitcases.

### **Accidental ingestion of soap that resembles snacks**

During the period from the Fiscal 2006 to the end of November, 2009, a total of 9 accident cases were reported to PIO-NET where soap or bath agent, that were made to resemble snacks or drinks, were accidentally consumed or swallowed. Although the level of health hazard is not serious unless consuming a large amount of such a product, elderly people may suffer from bad health lasting a long period of time after consuming a small amount of the product. Under these circumstances, NCAC released precautionary information to prevent accidental ingestion and swallowing of these products.

Problematic areas:

- It is increasingly difficult to identify whether it is soap/bath agent or a snack/drink when it comes to some products which have the color, shape, scent and/or wrapping materials that are made very alike to particular snacks/drinks to enhance the product value.
- There are people that do not know or are unaware that these products exist.
- Although a health hazard occurrence is rare in the case of people with sound health accidentally consuming/drinking these products, a certain level of risk can be expected when it comes to elderly people.
- Some products fail to provide clear precautionary information.

Advice for consumers:

Even if the person who has purchased the product is aware that it is soap or bath agent, there may be some people around the person that are not aware of this fact and may accordingly mistake it as food. It is therefore important to locate the product in a place separate from food to make others clearly aware that it is not food.

When giving such a product to someone as a gift, be clear that it is soap or bath agent and not a snack or a drink. Make a careful decision as to whether or not it is appropriate to give such a product as a gift to an elderly person who lives with people in a similar age group or who lives alone.

Requests to business owners:

Provide more easy-to-understand product labeling to make people aware that the product is soap or bath agent and to clarify that it is not to be 'eaten' or 'drunken' and that it is not 'eatable' or 'drinkable' to the greatest extent possible.

Although clear precautionary information is generally provided on the box containing these products, such information needs to be provided on the individual product pieces as they are often used separately as gifts.

### **(3) Product testing**

#### **The sterilization performance of soft contact lens solutions against Acanthamoeba (monitoring tests have also been performed)**

At present, the number of people that use contact lenses is said to be more than 15 million in Japan while an upward trend has been observed in the number of people with eye problems as a result of the use of contact lenses accounting for 7~10% of the overall contact lens users.

Among such eye problems, a growing number of people have recently been suffering from Acanthamoeba corneal infection, a corneal disorder that is difficult to cure and causes red eyes, visual impairment and strong pain and can possibly lead to blindness. The most common cause of this infection is the use of contact lenses accounting for 85~90% of the total, 85~90% of which consist of soft contact lens users.

Acanthamoeba is characterized by a life cycle of trophozoites or cysts according to the growth environment. Replicating trophozoites emerge as a result of cell division when the growth environment is sound while double-walled cysts are formed under a degraded growth environment and are resistant to a variety of medical treatments.

Non-disposable soft contact lenses need to be sterilized after each use. Chemical sterilization has been the major cleansing method adopted in recent times using generic disinfectant and many contact users generally use sterilization products called "Multi-Purpose Solutions" (hereinafter "MPS") designed to enable a sequence of contact lens care procedures: cleansing, rinsing, sterilization and storage. Soft contact lens sterilization solutions are categorized as quasi drugs and, to prove their sterilization effectiveness against bacteria, fungus and viruses, these

products need to pass the relevant tests when applying for certification. When it comes to their sterilization performance against *Acanthamoeba*, however, no testing methods have been specified nor have the necessary performance levels been identified.

Under these circumstances, in collaboration with external organizations, NCAC selected 11 soft contact lens sterilization solutions (8 MPS products, 2 hydrogen peroxide type products and 1 povidone iodine type product) to investigate their sterilization effectiveness against *Acanthamoeba* in order to release precautionary information. Furthermore, in order to understand the usage and sanitary conditions of soft contact lenses, monitoring tests were carried out with the participation of a total of 385 students (aged between 18 and 25) that use soft contact lenses designed to be disposed of after two weeks of use.

The more detailed information of the above 11 products (i.e. names) can be found in the report detailing this consumer issue (PDF file) (Japanese only).

#### Major findings:

##### 1. Sterilization effectiveness against *Acanthamoeba*

- In order to compare the sterilization effectiveness of the tested products targeting the *Acanthamoeba* trophozoites, contact lenses were soaked in the products subject to no vibration or movement over the duration of eight hours. As a result, both the hydrogen peroxide and povidone iodine type products demonstrated high levels of effectiveness while only two among the eight MPS products reached such levels.
- For testing purposes, two-week old *Acanthamoeba* cysts (produced by the *Acanthamoeba* trophozoites after incubating for two weeks in the culture medium designed for cyst formation) were used. When examining the tested products' sterilization effectiveness against these cysts, the levels of effectiveness were generally lower when compared to the effectiveness levels against the trophozoites and this was common to all of the tested products. The povidone iodine type product displayed a superior level of effectiveness when compared to the MPS and hydrogen peroxide type products.
- *Acanthamoeba* may not be fully removed if an additional supply of the solution is poured into the existing supply left in the contact lens.
- The content of the precautionary information provided by the MPS products varies according to each product and these products rarely highlight the importance of regular eye checkups or the necessity of rinsing the contact lenses before use.
- Only four among the total of eleven tested products come with any information concerning *Acanthamoeba* either on the product body or on the manufacturer's website.

##### 2. Sanitary conditions of soft contact lenses

- *Acanthamoeba* contamination was detected with 40 test participants accounting for approximately 10% of the overall participants.
- *Acanthamoeba* contamination was not detected when it came to seven participants that used the povidone iodine type product.
- Bacteria were detected when it came to approximately 60% of the overall participants and 20% of these developed *Pseudomonas aeruginosa* while 7% were exposed to coliform bacteria.
- The levels of both *Acanthamoeba* contamination and bacteria detection were low when it came to the certain participants that took care of their contact lenses properly by following the three basic care procedures: (1) washing hands using soap, (2) rubbing the contact lenses with a finger and (3) renewing the contact lens case regularly.
- Although the hydrogen peroxide type products come with no information concerning the necessity to rub the contact lenses before soaking them in the solution, rubbing the lenses is important regardless of the types of products in order to remove *Acanthamoeba*.
- Many participants did not take care of their contact lens correctly as they failed to wash their hands before sterilizing the lenses, rub the lenses with a finger and/or renew the contact lens case regularly.

- While approximately half of the overall participants have experienced eye problems due to the use of contact lenses, many of them do not undertake regular eye checkups.

#### Advice for consumers:

- It must be understood that Acanthamoeba cannot be removed completely unless the lenses are rubbed with a finger. Regardless of the types of sterilization solutions, it is important to look after your lenses in the correct manner by washing your hands using soap and rubbing the lenses with a finger on a daily basis. It is also important to regularly renew the contact lens case.
- Visit a medical institution to see an eye specialist for the purpose of regular checkups to examine the conditions of your eyes and contact lenses.

#### Requests to the industry:

- When it comes to the removal of Acanthamoeba, the effectiveness of soft contact lens sterilization solutions has been discovered to be limited and these products therefore need to come with more appropriate precautionary information to prevent Acanthamoeba corneal infection. Consumers also need to be made aware of the effective ways in which to rub their contact lenses so that Acanthamoeba can be fully removed. Furthermore, the sterilization effectiveness of products needs to be improved by reviewing the composition of the ingredients.
- Make a further effort to educate contact lens users to enable them to use their lenses in a more appropriate manner.

#### Requests to the government:

- When it comes to the removal of Acanthamoeba, the effectiveness of soft contact lens sterilization solutions has been discovered to be limited and the industry therefore needs to be instructed to provide consumers with more appropriate precautionary information to prevent Acanthamoeba corneal infection. Furthermore, specialists and professionals need to gather to establish effective contact lens rubbing methods to enable the removal of Acanthamoeba as well as appropriate testing methods designed to examine the sterilization effectiveness of products.
- Instructions need to be provided to doctors and the industry so that they are able to educate contact lens users on how to use contact lenses in a more appropriate manner.