



NCAC NEWS

*From
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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>

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* Major abbreviated names: ADR: Alternative Dispute Resolution
NCAC: National Consumer Affairs Center of Japan
PIO-NET: Practical Living Information Online Network System

I. Injury/fatal accident

1. Beware Smartphone Charger Burning and Handset Overheating - In Some Cases, People Have Even Suffered Burns –

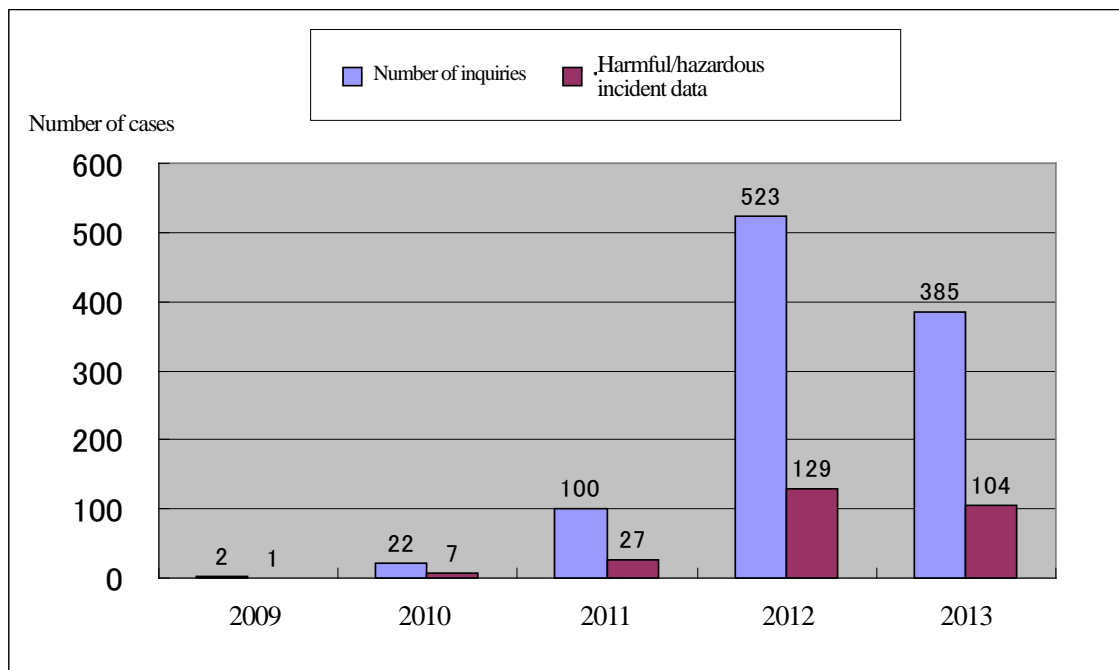
Product Testing Background

In addition to conventional phone calls and email, smartphone mobile phones have various applications installed that make them similar to personal computers. Because of their advanced functionality and convenience, these devices have spread rapidly in recent years.

In 2009, PIO-NET (Practical Living Information Online Network System) registered only two inquiries regarding "smartphone charger burning, handset overheating, etc.". In 2012, that number had reach 523 inquiries, showing that such inquiries have grown in number as smartphones have become more widespread. These inquiries include cases in which chargers have burned up during recharging, handsets have overheated when being used or recharged, etc. In some cases, people have even suffered burns.

Accordingly, we decided to issue an alert to consumers based on the many inquiries registered with PIO-NET regarding smartphone charger overheating/burning and handset overheating in order to prevent the further spread of such trouble.

Graph 1. Annual change in inquiries for smartphone charger burning, handset overheating, etc.



(Fiscal Year data registered through December 31, 2013)

Note: "Harmful/hazardous incident data" combines "harmful incident data" and "hazardous incident data". "Harmful incident data" refers to cases in which a product, service, or facility has caused harm (i.e. bodily injury, sickness or other disease, etc.). "Hazardous incident data" refers to cases in which there was a risk of harm, even though no actual harm was suffered.

Sample Cases of Inquiries & Complaints

Case 1: **Trouble with charger during recharging - The charger melted as if burned up**

Two months ago my family and I bought identical smartphones in different colors at a mobile phone shop. After charging my own smartphone for about six hours I noticed a smell of burning plastic and checked the phone. The charger had melted as if burned up. Other family members' phones had no problem. I immediately took the product to the shop and asked that they investigate the cause of the malfunction. They reported that the cause was a foreign substance like dust on the charger. I find this hard to accept because it's been only one month since I started using the phone.

(Inquiry from a man in his 40s)

Case 2: **Trouble from overheating handsets - I was using the phone when it overheated, causing a mild low-temperature burn on my cheek**

Although I noticed my smartphone was getting hot while I was talking, it was an important call and I couldn't hang up, so I continued my conversation for about eight minutes. Afterwards, the burning sensation in my cheek didn't go away, so I went to skin specialist who diagnosed it as a mild low-temperature burn.

(Inquiry from a woman in her 20s)

About low-temperature burns

Low-temperature burns result when an area of the skin is exposed to prolonged contact with an object that is slightly warmer than body temperature. Even at a temperature that feels pleasantly warm rather than hot, hours of continuous contact with the skin can result in a low-temperature burn. Although a low-temperature burn may appear to be a minor injury with reddened skin and small blisters, the burn can extend deep under the skin and take several months to heal.

With a surface skin temperature of around 45 degrees Celsius, the time it takes to develop a burn from contact with a heat source is halved for every one degree increase in temperature. For instance, it will take about 200 minutes to develop a burn at a surface skin temperature of 44 degrees Celsius, whereas at 50 degrees Celsius it will take about three minutes. Moreover, a second-degree burn (blisters, sores, ulcers) is said to result after 400 minutes at 44 degrees Celsius and 5-6 minutes at 50 degrees Celsius.¹

Also, pressure and poor circulation can reduce skin blood flow at the point of contact, lowering the temperature and shortening the time under which a burn can occur.²

¹ Yukio Yamada. "Teion yakedo ni tsuite [About low-temperature burns]." *Seihin to anzen 72*: 2-8. Consumer Product Safety Association, 1999.

² Takashi Suzuki. "XIV. Tokushu nessho J. Teion nessho [XIV. Special burns J. Low-temperature burns]." In *Saishin no nessho rinsho sono riron to jissai* [Recent clinical theory and practice of burns], edited by Takeshi Hirayama and Shuji Shimazaki, 410-422. Tokyo: Kokuseido Shuppan, 1994.

Test Results

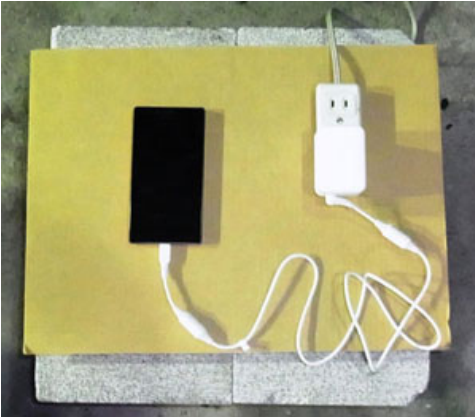
(1) Cases of charger overheating and burning

We undertook our study after receiving the following request: "When I was recharging my smartphone, the part the connector between the smartphone and charger burned. I'd like you to investigate the cause."

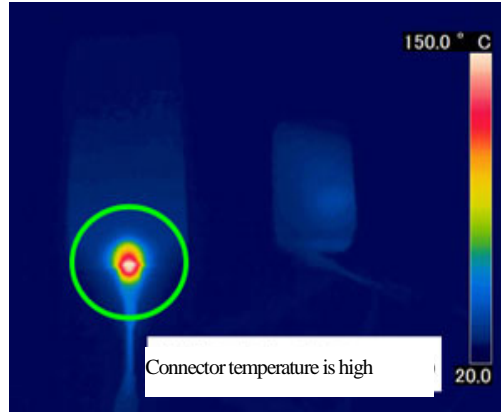
As a result of our study, in which both the handset and charger were functioning properly, we concluded that the charger connector overheated and nearly shorted out during charging, causing adjoining areas to burn from the heat.

Photo: Test using charger affected with conductive foreign substance (example)

Test conditions



Thermographic image showing overheating



Charger condition after testing

Handset



Charger

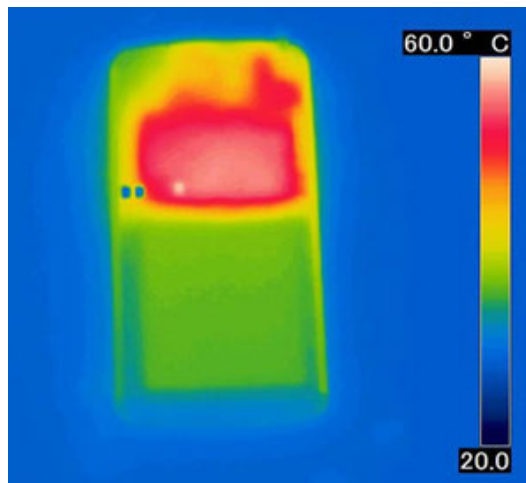


(2) Cases of handset overheating

We undertook our study after receiving the following request: "My smartphone gets too hot. I'd like you to measure smartphone temperature."

As a result of our study, we concluded that overheating occurred as the load on the internal CPU grew heavier from the use of gaming apps and video telephoning.

Photo: Thermographic image used to measure temperature (example)



Advice for Consumers

- (1) Whenever recharging your smartphone, always pay attention to your handling of the charger. If anything seems unusual, immediately stop charging.
- (2) To avoid burns, do not allow the smartphone to touch your skin for prolonged periods of time when using or recharging it.

2. Severe Hypoglycemia After Taking Chinese Herbal Medicine Purchased Overseas to Lower Blood Sugar

Product Testing Background

An accident occurred in which a person became hypoglycemic after taking Chinese herbal medicine purchased during a trip overseas (accident date: November 2013). The person was rushed to a hospital after becoming seriously ill and losing consciousness. The patient arrived at the hospital in a very dangerous condition. Left untreated, it was said, the patient might have suffered brain damage or even died. Requested by a local consumer center to test the product, we conducted a study that found the product contained Glibenclamide, a medical ingredient that lowers blood sugar. If taken according to the label, the drug dose is higher than the daily maximum dose set in Japan. Accordingly, we decided to alert consumers by providing information.

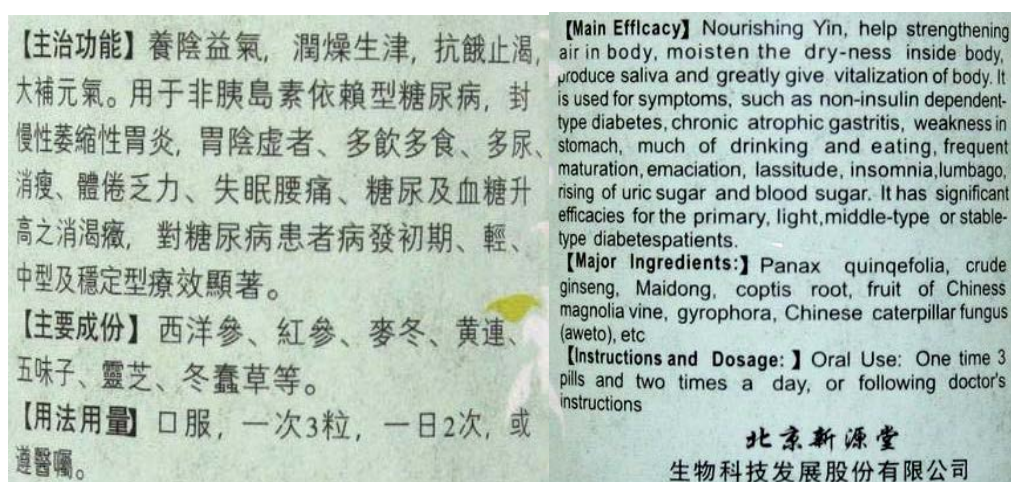
Product Overview

The product came in capsule form in a plastic bottle without any labeling that the product contained the medical ingredient Glibenclamide used to lower blood sugar.

Photo: Product bottle and capsule contents



Photo: Product label with directions for use, etc.



Test Results

Each product capsule contained approximately 9mg of Glibenclamide for each 1g of product filler.

The daily maximum dose for Glibenclamide is set at 10mg. If the product is used according to its label -- three capsules twice daily -- the daily amount of Glibenclamide is 16mg.

Advice for Consumers

Be very careful about taking/ingesting medical drugs purchased overseas.

With regard to this particular incident, information has already been given to the Ministry of Health, Labour and Welfare and Consumer Affairs Agency, and can be found on the website of the Ministry of Health, Labour and Welfare.¹ The Consumer Affairs Agency has also announced it as a serious incident under the Consumer Safety Act.²

¹ About Supposed Health Foods Found to Contain Medical Ingredients (Glibenclamide)
<http://www.mhlw.go.jp/kinkyu/diet/other/030414-1.html>

² Consumer Affairs Agency News Release, January 30, 2014, "Regarding Announcement on Serious Incident under Consumer Safety Act"
http://www.caa.go.jp/safety/pdf/140130kouhyou_2.pdf

II. Property damage

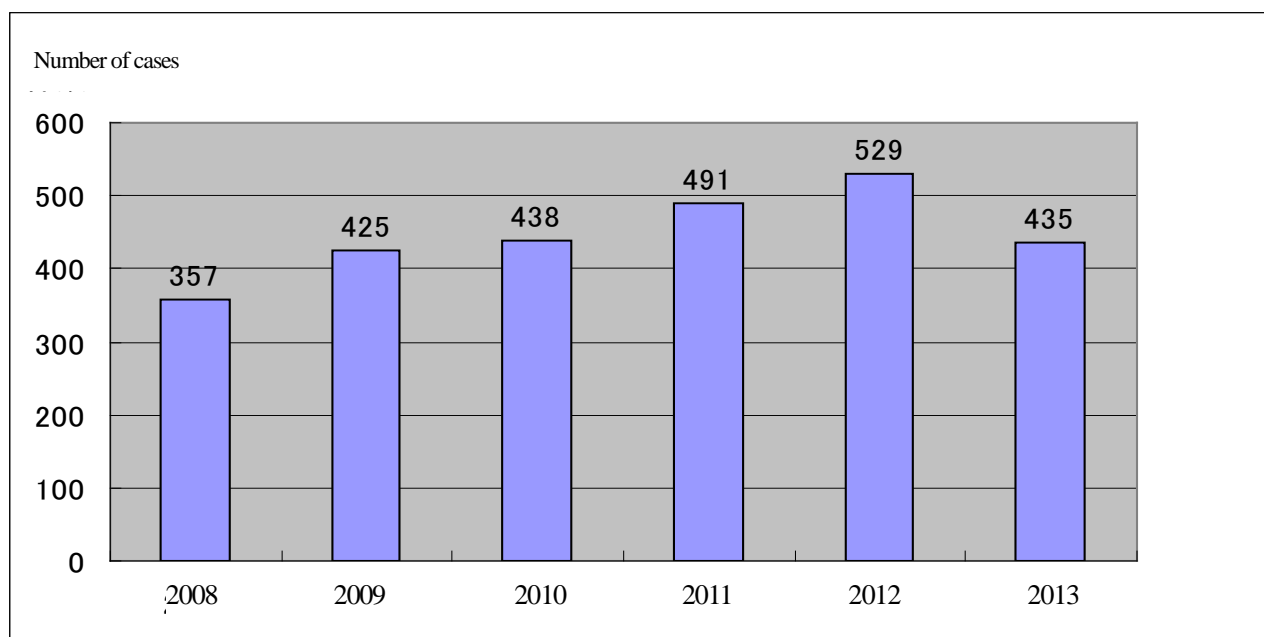
1. Expensive! I Can't Hear Like I Expected! - Are You Fine with Your Choice of Hearing Aid?

Overview of Inquiries

Local consumer centers across Japan have received numerous inquiries regarding hearing aid contracts from people who want to cancel their contracts because, for instance, "the payments for the hearing aid I bought are too expensive to afford" or "I can't hear as well as I expected and there's no chance the product will be improved". Such inquiries have been growing year by year.

Many inquiries are from elderly persons with inadequate hearing who entered into a contract without adequate understanding/ agreement despite the explanation they received at the store, as well as those who were encouraged to enter a contract at a time when they had no intention of making a purchase and had no proper understanding of hearing ability. There were also notable number of inquiries from family members, welfare providers, and other close people.

Graph 2. Number of "hearing aid"-related inquiries



(Fiscal Year data registered through January 31, 2014)

Example Cases of Inquiries & Complaints

Case 1: An elderly person with slight dementia purchased a hearing aid that did not help him hear. When he went to return the item, he was encouraged to buy a more expensive model

I am a home care helper. The elderly person I care for has slight dementia and no teeth, which makes his speech difficult to understand. And he can barely hear. This person went to a major electronics discount store and purchased a hearing aid for 50,000 yen, but it didn't help him to hear at all. When he went back to the store to return the item, he was told he could only exchange it. On their recommendation he purchased a high-performance hearing aid for 250,000 yen. This hearing aid does not help him to hear either, and he currently does not use it.

(Contract signatory: a man in his 70s)

Case 2: Person entered a contract for a hearing aid when companion was not present. She wants to return the product because it was expensive and causes headaches when used

My elderly aunt said she was going to an eyewear store so I went with her. Because her hearing is poor she could not really hear the store clerk's explanation regarding her eyeglasses, so he lent her a type of hearing aid that sits in your pocket. Next thing you know, she has decided to buy one herself and is going to have a hearing test. I told the clerk she does not need anything expensive and then left to go shopping while they conducted the test. Later when I met my aunt she told me she had discovered that she purchased both eyeglasses and hearing aid for a total of more than 250,000 yen. When she tried the hearing aid after it was ready, she said it gave her headaches and made her feel sick. Is there no way to return this expensive item?

(Contract signatory: a woman in her 80s)

Case 3: Woman purchased an expensive hearing aid at an eyewear store but was later advised at the hospital not to use a hearing aid

When I went to an eyewear store to buy a pair of sunglasses, I told the store clerk that I experience a ringing in my left ear from sudden deafness. When he let me try on a hearing aid, I had the feeling that the ringing stopped. The clerk suggested I try it in both ears, and I got the impression I heard better with it in my other ear as well. They recommended it to me right then and there on the sales floor, and before I knew what was happening I had bought a pair for about 500,000 yen. I later told them I wanted to cancel but was refused. After that, when I was being examined at the hospital, I was advised not to wear a hearing aid. Is there any way for me to cancel the contract?

(Contract signatory: a woman in her 60s)

Advice for Consumers

- (1) Consult with a specialist before purchasing hearing aids
- (2) In addition to gathering information on hearing aids, purchase hearing aids at store with specialized equipment and someone with expert knowledge and skill.
- (3) Elderly persons with less than adequate hearing need the help of those close to them to purchase hearing aids
- (4) In case of trouble, consult your local consumer center

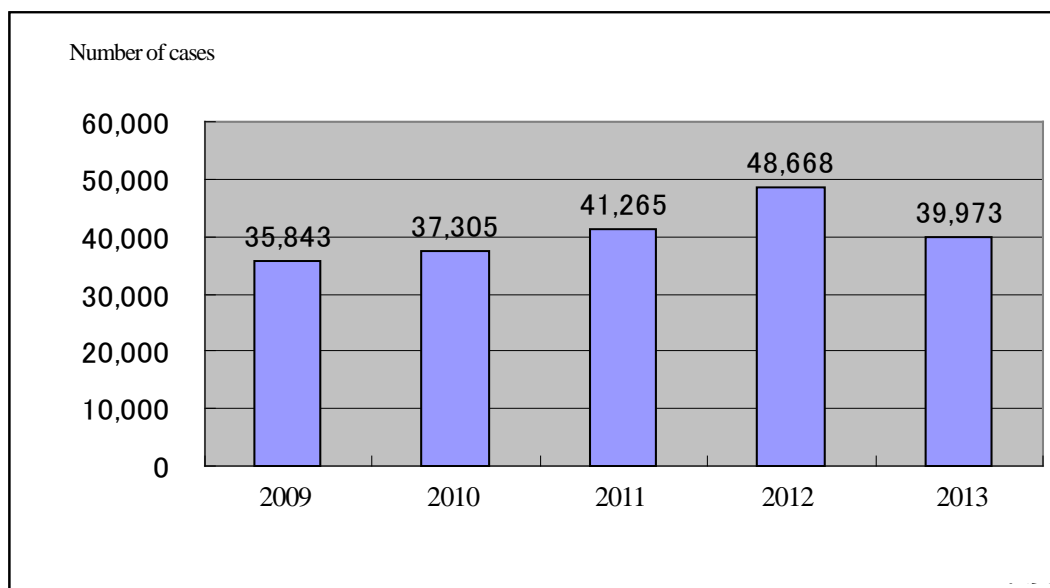
2. Are You Sure You Understand Your Contract? Beware Trouble from Sales Calls Regarding Internet, Mobile Phone, and Other Telecommunication Services

Overview of Inquiries

In recent years local consumer centers across Japan have received many inquiries regarding contracts with fiber optic and internet service providers ("provider contract"), as well as telecommunication services such as mobile phones. And the number of such inquiries is growing. These inquiries reveal problems related to inadequate or misleading explanation during sales calls made by businesses that are not the actual businesses providing the telecommunication services.

Graph 3. Number of inquiries related to telecommunication services

An annual breakdown shows a year-on-year increase in telecommunication-related inquiries, e.g. "internet connection," "fixed-line phone service," "mobile phone and smartphone," and "mobile telecommunications".



(Fiscal Year data registered through February 15, 2014)

Example Cases of Inquiries & Complaints

Case 1: **Telemarketing and door-to-door sales - They told me I wouldn't be able to use my current fixed-line phone in the future so I entered a contract for fiber optic**

I received a call at home from a woman who said she was from a phone company. She told me that everyone would be switching to fiber optic, over which internet calls were faster, and that I wouldn't be able to use my current fixed-line phone in the future. So I signed up. Once I thought about it, I realized that I have no plans to use the internet and don't need this contract. I'd like to cancel the contract. What should I do?

(Inquiry from a woman in her 70s)

Case 2: **Telemarketing and door-to-door sales - I got a sales call from a business and let them set up my provider remotely. Later I learned they gave me a contract with optional services I didn't request**

I got a phone call telling me I could get a lower rate on a provider contract. They told me I could get service for 1000 yen per month, which was cheaper than what my current provider charges, so I decided to enter a contract. They also explained the cancellation fees and processing charges. Afterwards I immediately received a call from the business and they updated my settings by remotely accessing my computer. Later, when I got my bill, I saw I was being charged 2000 yen per month. That didn't make sense so I checked the bill and learned that I had a contract with options like support service. I have no recollection of agreeing to such options and I want to cancel the contract.

(Inquiry from a man in his 60s)

Case 3: **In-store Purchase - I went to a discount electronics store to buy a PC. When I bought a discounted PC, I entered a contract for fiber optic when they offered it to me. Later I learned I got a contract with options I didn't know about.**

As I was shopping for a PC at a discount electronics store, I was told they would give me a 30,000-yen discount on a PC if I signed up for fiber optic at that time. That sounded like a good deal, so I entered a contract for fiber optic.

Two months later I got a call from the line company about the support services on my contract. They said I had a contract for two support services, though I had intended only to get a contract for just one. Neither the paperwork I received at the store nor the postcard I later received in the mail says anything about it. It's unacceptable.

(Inquiry from a woman in her 40s)

Case 4: *In-store purchase* - The communications performance wasn't as promised in the advertisement so I asked to cancel, but then I was charged a cancellation fee.

I entered a contract for a smartphone and started using it because I thought it would have a wide service area. That's because I had seen an advertisement showing the communications area for it. In reality, the communications performance, whether at home or at the office, was completely unstable. There were indications that the service area was currently being expanded so I waited to see what would happen, but conditions haven't changed at all. I told them I wanted to cancel the contract without any penalty, but they wouldn't accommodate me.

(Inquiry from a man in his 30s)

Case 5: *Other (General)* - I signed up for fiber optic based on an advertisement promising a rebate, but I haven't received the rebate as promised by the ad

Several months ago I saw an advertisement in a newspaper written in the native language of my country. The ad promised a 50,000-yen rebate for entering a fiber optic and provider contract. Based on that I signed up over the phone for fiber optic and provider service at 1000 yen per month. Later on I discovered that I had been signed up for a different plan by the provider that was 1500 yen per month. Moreover, they only rebated me 35,000 yen. When I complained to the business that signed me up, they did nothing. Accordingly, I paid a cancellation fee of about 10,000 yen and canceled the contract with the provider. The situation was unacceptable so I am providing this as information. Also, the business that signed me up was recruiting even more agents in its advertisement.

(Inquiry from a woman in her 90s)

Advice for Consumers

- (1) When you get a sales call, never give the business an immediate reply. Take your time to read the contract thoroughly. And if you do not need it, just refuse.
- (2) Thoroughly consider your needs, including not just price but also your own intended usage and use environment.
- (3) In case of trouble, consult your local consumer center.

III. Other

1. 41st Survey of Trends in People's Livelihood: Findings and Summary - Overseas and Daily Life -

Survey Overview

The National Consumer Affairs Center of Japan (NCAC) conducted its 41st Survey of Trends in People's Livelihood during September and October 2013.

Since 1971, the survey has continuously examined "product and service-related dissatisfaction and harm" while addressing topics related to areas of frequent inquiry and complaint from consumers, as well as phenomena that have become issues of societal concern. The topic of this year's survey is "Overseas and Daily Life". In it we explore people's thought and behavior amid the internationalization of consumer lifestyles. What interests do people have in foreign countries, and what are their concerns when purchasing foreign-made products? How do they use the internet to shop overseas, and what troubles have they experienced? The survey also examines the "things we do and precautions we take" in the wake of the Great East Japan Earthquake in comparison with survey findings from the 39th Survey (2011) and 40th Survey (2012).

Finally, in past surveys we have targeted respondents between the ages of 20 and 69. This year, given the growing size of elderly society, we have conducted the survey with the addition of people in their 70s.

Survey Results

1. Categories over time: Product and Services-related Dissatisfaction/Harm

(1) During the past year:

- 33.7% "felt dissatisfied or suffered harm" related to a product that was bought or service that was used. Of these, 58.4% "inquired into or communicated" their complaints.
- 35.8% "received sales calls from unscrupulous businesses or the like".
- 51.0% "saw or heard information alerts" from NCAC or elsewhere.

(2) Change in awareness of NCAC and local consumer centers from 2011 -> 2012 -> 2013 (based on ages 20-69):

- NCAC 67.2%→67.9%→70.9%
- Local consumer centers 70.7%→73.6%→74.6%

2. Special Topic "Overseas and Daily Life"

- (1) People's interest in foreign countries included, for instance, "daily life culture, history" (51.7%), "food and cuisine" (48.1%) and "famous sites and nature" (42.1%). (multiple answer)
- (2) People felt connected to foreign countries because, for instance, "many foreign foods and products are available for purchase" (64.7%) and "many foreigners come to Japan" (49.7%). (multiple answer)
- (3) Whereas 62.1% "want to travel overseas," only 14.4% "want to work and study in a foreign country".
- (4) During the past three years:
 - 54.9% "have" made a purchase on the internet. Of these, 13.9% (7.6% of all respondents) "have made a purchase directly from a foreign country through overseas mail-order over the internet".
 - Of those who have made a purchase through overseas mail-order over the internet, 8.6% (0.7% of all respondents) "have experienced trouble".
- (5) Sites used to make overseas mail-order purchases over the internet included those in which "I knew I was using an overseas mail-order site even though the site was displayed in Japanese" (68.0%), "I used an

overseas mail-order site displayed in the foreign language" (33.6%), and "I used the site without realizing until later that it was overseas mail-order because the site was displayed in Japanese" (7.0%). (multiple answer)

- (6) Of those who had never made an overseas mail-order purchase over the internet, 59.8% "would be willing to make a purchase in the future". Among 20 year olds, it was 71.9%.

3. Responding to the Great East Japan Earthquake

- (1) Change in "things we do and precautions we take" (multiple answer) in the wake of the Great East Japan Earthquake from 2011 -> 2012 -> 2013 (based on ages 20-69):

"Electricity conservation, energy efficiency" 81.3%→72.0%→57.3%

"Disaster area support" 41.7%→17.2%→12.7%

- (2) Comparison of disaster prevention-related items from previous survey (2012):

- "Verification of emergency contact methods (31.0%)" fell four points
- "Preparation of disaster prevention supplies and emergency items (39.0%)," "Verification of evacuation sites and routes home (35.6%)," and "Verification of information sources (18.3%)" were unchanged.