

PUBLIC HEALTH REGISTRAR v RECKITT BENCKISER

Insert on Gaviscon Advance

A public health registrar, complained about a booklet entitled 'Reflux Disease – What Lies Beneath the Surface?' distributed with the BMJ. A sub-heading explained that the content was perspectives from a consensus meeting. The front cover stated that the booklet had been supported by an educational grant from Reckitt Benckiser and incorporated the company logo; the reader was directed to prescribing information for Gaviscon Advance on the back cover.

The complainant alleged that, for all intents and purposes, the material was an advertisement for Gaviscon Advance, which was why the prescribing information for it was included. Gaviscon Advance was presented favourably throughout. The supplement consisted of seven pages of advertising, not including the page of prescribing information. This was greater than the two pages of advertising allowed for a particular product in an issue of a journal. No details of the date and location were given for the 'consensus meeting' which this supplement purportedly described. Did this 'consensus meeting' truly take place? Or was it simply the editorial meeting for this advertisement? The listed faculty consisted of a gastroenterologist, a respiratory physician, a speech and language therapist, an ear nose and throat (ENT) surgeon and two GPs. The complainant alleged that if these individuals had met for a 'consensus meeting' it was, in effect, a ruse to obtain exemption from the Code.

The complainant alleged that there was no single generally accepted viewpoint on the issues covered in the supplement and that it was unbalanced in favour of Gaviscon Advance.

The complainant alleged that the supplement represented an extreme of format (because it used a font, colour scheme, page size and page layout that was almost identical to the BMJ with which it was circulated), an extreme of size (8 pages of A4 in sturdy card was excessive for one advertisement); and extreme of cost (the cost of distributing this number of full-colour pages amongst the tens of thousands of BMJ readers would have been extremely high).

The complainant alleged that the words, 'Supported by an educational grant from Reckitt Benckiser' were not sufficiently prominent; they appeared only once and were written in a relatively small and light font. Furthermore, the complainant alleged that this statement did not accurately reflect the nature of the company's involvement.

The complainant noted that given the similarity of

the layout, font and style of the supplement to the BMJ, the words 'Advertising Feature' should have been printed prominently on every page in order to avoid misleading readers. The material was a disguised promotional material.

The Panel noted that the booklet essentially reported the output of a Reckitt Benckiser advisory board. The advisory board meeting and the resultant booklet had been facilitated by third parties. In the Panel's view, however, each of those parties was acting on behalf of Reckitt Benckiser and so the company was responsible, under the Code, for their actions.

The Panel considered that Reckitt Benckiser was wholly responsible for the advisory board meeting and thus for any output from that meeting. There was no strictly arm's length arrangement. Reckitt Benckiser had acknowledged that reference to Gaviscon Advance had rendered the document at issue promotional in nature. The document contained three main sections: 'The Spectrum of Reflux Disease'; 'Differential Diagnoses of LPR [laryngopharyngeal reflux] and GORD [gastro-oesophageal reflux disease]' and 'Evidence for the role of an alginate reflux suppressant in the treatment of LPR'. The third section detailed two clinical studies which had assessed the efficacy of Gaviscon Advance and also gave three case histories of patients who had benefitted from such therapy. The Panel noted Reckitt Benckiser's submission that the artworked document had been approved by its regulatory and medical team.

The Panel considered that the material at issue was not a supplement 'Supported by an educational grant from Reckitt Benckiser' (as stated on the front cover) but an advertisement for Gaviscon Advance. The Panel noted the supplementary information to the Code referred to inserts that might be regarded as promotional material for example reports of conference proceedings not being subject to the restrictions of the Code. The Panel did not consider that this applied in this case given that the material was, in effect, produced by Reckitt Benckiser following its advisory board meeting and the company had editorial control. The supplementary information did not give detailed guidance on the distinction between an advertisement and promotional material. Taking all the circumstances into account, the Panel decided that the material was, in effect, an eight page advertisement for Gaviscon Advance. It thus exceeded the two page limit allowed in any issue of a journal and a breach of the Code was ruled.

The Panel did not consider that the statement

'Supported by an educational grant from Reckitt Benckiser' accurately reflected the nature of the company's involvement. A breach of the Code was ruled.

The Panel did not consider that the format and style of the insert was such that it would be confused with that of the BMJ. Nonetheless, the statement 'Supported by an educational grant ...' disguised the promotional nature of the material. The sub-heading on the front cover 'Perspectives from a consensus meeting ...' added to the misleading impression of an independent educational supplement as it was not stated that the meeting was a Reckitt Benckiser advisory board. The Panel considered that the insert was disguised promotion and a breach of the Code was ruled.

The Panel did not consider that the insert was extreme in either its format or size. It was the same size as the BMJ page size and the copy provided by Reckitt Benckiser was not on sturdy card as submitted by the complainant. No breach of the Code was ruled which was upheld on appeal by the complainant.

The Panel noted that given its title, 'Reflux Disease – What Lies Beneath the Surface?', sub-heading 'Perspectives from a consensus meeting ...' and list on the inside front cover of the faculty, the insert appeared to be an independent review of the therapy area. The introduction stated that the document would explain the difference between gastro-oesophageal reflux disease and laryngopharyngeal reflux and provide help to recognise their individual symptoms and advice on managing the two very different but related entities. There was, however, no advice on managing gastro-oesophageal reflux disease although detailed advice was given about the management of laryngopharyngeal reflux. The insert was promotional material for Gaviscon Advance. The Panel considered that the insert was misleading in this regard and a breach of the Code was ruled.

A public health registrar, complained about a supplement (ref G-NHS-UK-01-09) that was distributed with the BMJ, 7 February 2009. The supplement was entitled 'Reflux Disease – What Lies Beneath the Surface?'. A sub-heading explained that the supplement was perspectives from a consensus meeting representing gastroenterology, otolaryngology, respiratory medicine, speech and language therapy and primary care. The front cover stated that the supplement had been supported by an educational grant from Reckitt Benckiser and incorporated the company logo; the reader was directed to prescribing information for Gaviscon Advance on the back cover.

COMPLAINT

The complainant submitted that a reasonable person would conclude that the supplement was,

for all intents and purposes, an advertisement for Gaviscon Advance, which was why the prescribing information for this product, and only this product, was included. The supplement, which presented Gaviscon Advance in a light that was unquestioningly favourable throughout, consisted of seven pages of advertising, not including the page of prescribing information. This was greater than the two pages of advertising allowed for a particular product in an issue of a journal in breach of Clause 6. The complainant did not consider that the exemption to Clause 6.3 applied in this case: 'Inserts and supplements which are not advertisements as such, though they may be regarded as promotional material, for example reports of conference proceedings, are not subject to the restrictions of Clauses 6.2 and 6.3'. This was undeniably an advertisement for one product and was therefore not simply promotional material. Hence the words 'as such' did not apply in this case. No details of the date and location were given for the 'consensus meeting' which this supplement purportedly described. Did the 'consensus meeting' truly take place or was it simply the editorial meeting for this advertisement? The meeting was supposedly of those listed as the 'faculty' ie a gastroenterologist, a respiratory physician, a speech and language therapist, an ear nose and throat (ENT) surgeon and two GPs. The complainant alleged that the 'consensus meeting' between these individuals, if it did take place, was in effect a ruse to obtain exemption from Clause 6.3 in breach of the spirit of the Code.

Clause 7.2 stated that 'Where a clinical or scientific issue exists which has not been resolved in favour of one generally accepted viewpoint, particular care must be taken to ensure that the issue is treated in a balanced manner in promotional material'. The complainant alleged that there was no single generally accepted viewpoint on the issues covered in the supplement and that it was unbalanced in favour of Gaviscon Advance.

With regard to Clause 9.7 the complainant alleged that the supplement represented an extreme of format (because it used a font, colour scheme, page size and page layout that was almost identical to the BMJ with which it was circulated), an extreme of size (8 pages of A4 in sturdy card was excessive for one advertisement); and extreme of cost (the cost of distributing this number of full-colour pages amongst the tens of thousands of BMJ readers would have been extremely high).

The complainant alleged that the words, 'Supported by an educational grant from Reckitt Benckiser' were not sufficiently prominent; they appeared only once and were written in a relatively small and light font. Furthermore, the complainant alleged that this statement did not accurately reflect the nature of the company's involvement in this supplement in breach of Clause 9.10.

The complainant noted that given the similarity of the layout, font and style of the supplement to the

BMJ, the words 'Advertising Feature' should have been printed prominently on every page in order to avoid misleading readers. The omission of the words 'Advertising Feature' constituted a disguise of promotional material in breach of Clause 12.1.

RESPONSE

Reckitt Benckiser submitted that it consulted the editorial committee of the BMJ before the supplement was distributed with the journal. This was specifically to ensure that the committee did not believe that the supplement could constitute any kind of advertising, that its readership would not be confused as to the origin of the supplement and that it did not breach the BMJ's own editorial standards. Reckitt Benckiser provided a copy of a letter from the BMJ which confirmed that the editors were satisfied that the supplement was suitable for distribution as an educational supplement. The BMJ stated that, if there had been any scope for confusion between the supplement and the journal, it would have refused to publish it. The BMJ applied the highest standards and most stringent criteria in order to protect its reputation.

With regard to the alleged breach of Clause 6.3 Reckitt Benckiser submitted that the meeting reported in the supplement took place in Leeds in May 2008. An agenda, list of participants and participant biographies were provided. The meeting was an advisory board of leading experts in the field of extra-oesophageal reflux and it was clear from the participant biographies that this was genuinely a multidisciplinary group of world class experts.

The meeting was facilitated and documented by a communications agency that specialised in consumer healthcare public relations campaigns and medical education programmes, and not by Reckitt Benckiser. The meeting objective was to gather evidence of the experiences of the participants in managing patients with extra-oesophageal reflux and to agree a treatment algorithm of best practice for the diagnosis and treatment of patients presenting with symptoms of extra-oesophageal reflux in primary care. The need for the meeting had been established by research which suggested that extra-oesophageal reflux as a disease area was not fully understood by health professionals and that successful treatment protocols were lacking. A summary of the research was provided.

Following the meeting the advisory group considered that an algorithm would be prescriptive in broader practice and that the publication of shared experiences via case studies would be of more educational value. The output of the meeting was therefore amended in line with this view. Reckitt Benckiser noted that all those who attended not only agreed the format of the output, an educational booklet with case studies, but could also view, edit and approve the output.

In essence, this was a recognised multidisciplinary meeting with an educational focus within the group but also with the primary purpose of educating health professionals about extra-oesophageal reflux by means of producing an educational booklet, reviewed and supported by leading experts in the form of an advisory board.

Reckitt Benckiser noted that the supplement was written by an independent, qualified medical writer, procured by the communications agency, not by Reckitt Benckiser. The Gaviscon Advance prescribing information was included for information because the product was mentioned rendering the piece promotional in nature, not because it was an advertisement.

Reckitt Benckiser strongly refuted the allegations that the meeting merely comprised some 'editorial' gathering or that the meeting report was merely disguised advertising. Consequently, the two page maximum page limit for journal advertising did not apply as stated in the supplementary information for Clause 6.3 and Reckitt Benckiser submitted that in its length the supplement did not breach the Code.

With regard to Clause 7.2, Reckitt Benckiser submitted that within the supplement Gaviscon Advance was mentioned in details of a clinical study and in a number of case reports. The reported findings of a study using Gaviscon Advance in patients suffering symptoms of laryngopharyngeal reflux was a genuine study report that had been published in a peer reviewed journal and could not therefore be considered to be biased of itself (McGlashan *et al* 2008). Nor could it be argued that there was a bias in not describing other products that could be taken for laryngopharyngeal reflux as no other products were currently licensed for that indication. Furthermore, proton pump inhibitors, which despite not being licensed for laryngopharyngeal reflux were commonly prescribed for it, had been reported to be no more effective than placebo in a recent meta analysis (Gatta *et al* 2007).

Reckitt Benckiser submitted that, in line with the discussion at the meeting, Gaviscon Advance was referred to in the case studies cited. The case studies were provided by the meeting participants who were independent health professionals. There was no encouragement or inducement by Reckitt Benckiser to include any named product in the case studies that they supplied.

With regard to Clause 9.7 Reckitt Benckiser submitted that the design of the supplement was not intended to mislead readers in any way into believing it to be part of the BMJ. Crucially the BMJ would not distribute material that it believed to be misleading in style or content. Indeed the complainant was clearly aware that the supplement was not part of the BMJ and was supported by Reckitt Benckiser. The BMJ understood its readership better than Reckitt Benckiser and so to

take advice from the journal itself in order to ensure the company did not mislead or create confusion amongst the journal's readership was sufficient.

Nevertheless, in response to the complainant's allegation of an extreme of style Reckitt Benckiser compared the print from the BMJ with that of the supplement and demonstrated that they were not the same in style, colour or layout.

The complainant's assertion of extremes of both size and cost were also unfounded. There was no restriction on the number of pages of an educational supplement even if it might be considered promotional material, indeed reports of some meetings ran to many more than eight pages. The supplement was produced to fit within the BMJ, being only A4 in size, which could not be considered extreme. To suggest that this was an extreme of cost because of the large circulation of the BMJ would be to suggest that supplements, advertorials and advertising could not be placed in any respected publication that had succeeded in attracting a large readership as this would be extreme, which was clearly unreasonable.

With regard to Clause 9.10 Reckitt Benckiser submitted that there was no attempt to disguise the support that it had provided. The sponsorship declaration only featured once, however there was no requirement for it to appear multiple times and it was quite unreasonable to suggest that the declaration was not sufficiently prominent. It was clearly noted on the front cover of the supplement which featured very little other text, making it clearly noticeable on a plain white background.

Reckitt Benckiser submitted that the company logo next to the sponsorship declaration drew the reader's eye and ensured due prominence; the logo was also featured on the back cover. Viewed from either side the company name was included on the supplement and therefore there was no attempt to hide the company's support. Furthermore, the BMJ had raised no concern with the prominence of the sponsorship statement, which it required to be included.

Reckitt Benckiser submitted that in terms of the wording of the declaration, the nature of the meeting, that it was facilitated by a third party and documented by an external medical writer, had been described and it had also been clarified that this supplement was not an advertisement. To this end it was thought quite reasonable to note in the declaration that the supplement had been supported by Reckitt Benckiser by way of an educational grant; again no attempt had been made to disguise the company's involvement.

Reckitt Benckiser noted the complainant's suggestion that the copy should have been marked 'Advertisement Feature'. Reckitt Benckiser submitted that this would not have been appropriate as this supplement was not an advertisement, but the report of a legitimate

multidisciplinary educational meeting – facilitated by a third party – sponsored by Reckitt Benckiser.

In response to a request for further information, Reckitt Benckiser submitted that faculty members were chosen and invited by its communications agency; some based on their peer recommendations. They were invited based on the requirements for the project, which was to assemble a multidisciplinary advisory group of specialists within the specific fields considered relevant for the discussion and output. All contact with the faculty including arrangements for the meeting and subsequent interactions to coordinate the output from the meeting were carried out by the agency. Reckitt Benckiser had no influence in this decision.

Whilst some of the faculty members had had previous involvement with the communications agency on projects undertaken by Reckitt Benckiser, the company did not have an association with any of the chosen faculty members.

Each member of the faculty was paid an honoraria for their time commitment which included attending and contributing at the meeting and for review and comment on the output, as well as reimbursement of their travel expenses which had been paid on actual receipts submitted. All payments were made by the communications agency. Details of the honoraria paid to each faculty member were provided.

Reckitt Benckiser provided copies of invitations sent to two of the faculty members. These were based either on peer recommendation or directly from the agency. This was the standard format for all faculty members except two who Reckitt Benckiser understood had been contacted by telephone.

Reckitt Benckiser submitted that the idea for the supplement came from the faculty. Reckitt Benckiser had initially expected that there would have been discussions around the need to educate health professionals. The primary objective should have focused on an output of a treatment algorithm which captured how GPs could diagnose laryngopharyngeal reflux correctly and enabled a successful treatment pathway to be decided without unnecessary referrals. However, based on the discussion at the advisory board meeting, the faculty considered and decided that it was premature to suggest a treatment algorithm for this condition with primary care physicians, and hence a more educational output based on case studies (anonymous actual experiences of the faculty) would be more appropriate. This changed the whole scope of the meeting. The faculty's advice was wholly accepted by Reckitt Benckiser. This clearly demonstrated independence from the faculty which had made the necessary decision based on its clinical experience and judgement, rather than any requirement from Reckitt Benckiser or that of its communications agency.

Placement of the supplement in the BMJ was also

based on advice from the faculty, due to the need for widespread educational dissemination. The BMJ was contacted by Reckitt Benckiser's media agency.

Reckitt Benckiser did not provide any material for inclusion within the body of the educational supplement. The clinical evidence pertaining to Gaviscon Advance Aniseed Suspension and that of certain proton pump inhibitors (specifically omeprazole and esomeprazole) were independently discussed by experts within the group. Reckitt Benckiser only suggested that prescribing information should be included as its product was mentioned in the supplement.

The deadline for receipt of inserts at the printers was Thursday, 29 January, ie 9 days prior to publication on 7 February. Owing to the number of members involved at the meeting, all changes by the faculty members were incorporated and agreement reached at the end of November 2008. The deadline from the BMJ was established only following the review and agreement of the supplement by all members of the faculty.

Reckitt Benckiser, nor any of its agencies, had any editorial control over the output. Discussions with the BMJ on placement dates were carried out by the media agency, and post agreement of the faculty of the written output, it was artworked prior to placement with appropriate approval requirements by Reckitt Benckiser's regulatory and medical team and the BMJ.

Reckitt Benckiser submitted that a medical information scientist and a senior brand manager from the company attended the meeting as observers only; neither made any active contribution to the discussion.

Reckitt Benckiser explained that the communications agency was a medical education specialist agency whose services were procured by Reckitt Benckiser on an *ad hoc* basis, based on medical, educational and clinical advisory needs for its brands. Reckitt Benckiser's role was to provide the agency with a brief or objective of the requirements; subsequently the agency would propose detail of the activity, budget and timings which were then discussed and agreed with Reckitt Benckiser prior to the activity being implemented. Fees were paid on a project-by-project basis by Reckitt Benckiser.

The objective on this occasion was to construct a multidisciplinary advisory panel that would discuss current understanding with regards the characteristics and clinical management of extra-oesophageal reflux or laryngopharyngeal reflux. As a result of these discussions it was hoped that an educational output would be created for use in primary care and for patients suffering from this condition. This was based on research evidence that laryngopharyngeal reflux, whilst being a common condition was relatively poorly understood by GPs. Although its symptoms were recognised within

primary care, it was common to refer these patients to ENT specialists, gastroenterologist or cough specialists.

It was considered that education of the disease area would be beneficial, as it could lead to more appropriate prescribing; a reduction of unnecessary referrals to ENT, gastro and specialist clinics, whilst gaining improved patient outcomes.

PANEL RULING

The Panel noted that it was acceptable for companies to sponsor material. It had previously been decided, in relation to material aimed at health professionals, that the content would be subject to the Code if it was promotional in nature or if the company had used the material for a promotional purpose. Even if neither of these applied, the company would be liable if it had been able to influence the content of the material in a manner favourable to its own interests. It was possible for a company to sponsor material which mentioned its own products and not be liable under the Code for its contents, but only if it had been a strictly arm's length arrangement with no input by the company and no use by the company of the material for promotional purposes.

The Panel further noted that the term 'promotion' meant any activity undertaken by a pharmaceutical company or with its authority which promoted the prescription, supply, sale or administration of its medicines. The Panel noted Reckitt Benckiser's submissions regarding the roles of third parties in the generation of the material at issue. In the Panel's view, however, each of those parties was acting on behalf of Reckitt Benckiser and so the company was responsible, under the Code, for their actions.

The Panel noted that, through its communications agency, Reckitt Benckiser had formed an advisory board to discuss the management of symptoms of extra oesophageal reflux. Invitations to the meeting clearly stated that they were being sent on behalf of Reckitt Benckiser. Recipients were told that the morning session would be based on discussions and brainstorming around the need to educate health professionals and consumers on the condition. The afternoon session would focus on producing a treatment algorithm to capture how GPs could diagnose the condition correctly and treat patients successfully without unnecessary referrals. Some of the faculty members had previously been involved in other projects undertaken by Reckitt Benckiser.

The agenda for the meeting showed that in the morning there was a twenty minute presentation entitled 'The Role of Alginates in Treating Patients with Extra-oesophageal Reflux' which was delivered by a former global research and development manager of Reckitt Benckiser. The Panel noted that the former employee was listed

as a meeting participant in the company's response and had received an honorarium; he was not, however, listed as one of the participating experts in the material at issue.

The Panel considered that Reckitt Benckiser was wholly responsible for the advisory board meeting and thus for any output from that meeting. There was no strictly arm's length arrangement. Reckitt Benckiser had acknowledged that reference to Gaviscon Advance had rendered the document at issue promotional in nature. The document contained three main sections: 'The Spectrum of Reflux Disease'; 'Differential Diagnoses of LPR [laryngopharyngeal reflux] and GORD [gastro-oesophageal reflux disease]' and 'Evidence for the role of an alginate reflux suppressant in the treatment of LPR'. The third section detailed two clinical studies which had assessed the efficacy of Gaviscon Advance and also gave three case histories of patients who had benefitted from such therapy. The Panel noted Reckitt Benckiser's submission that the artworked document had been approved by its regulatory and medical team.

The Panel considered that the material at issue was not a supplement 'Supported by an educational grant from Reckitt Benckiser' (as stated on the front cover) but an advertisement for Gaviscon Advance issued by Reckitt Benckiser. The Panel noted the supplementary information to Clause 6.3 referred to inserts that might be regarded as promotional material for example reports of conference proceedings not being subject to the restrictions of Clause 6.3. The Panel did not consider that this applied to the material before it given that the material was, in effect, produced by Reckitt Benckiser following its advisory board meeting and the company had editorial control. The supplementary information did not give detailed guidance on the distinction between an advertisement and promotional material. Taking all the circumstances into account, the Panel decided that the material was, in effect, an eight page advertisement for Gaviscon Advance. It thus exceeded the two page limit allowed in any issue of a journal and so a breach of Clause 6.3 of the Code was ruled.

The Panel considered that the declaration of sponsorship statement on the front cover ('Supported by an educational grant from Reckitt Benckiser') did not accurately reflect the nature of the company's involvement. A breach of Clause 9.10 was ruled.

The Panel did not consider that the format and style of the insert was such that it would be confused with that of the BMJ; the two were quite dissimilar. Nonetheless, the sponsorship statement 'Supported by an educational grant ...' disguised the promotional nature of the material. The sub-heading on the front cover 'Perspectives from a consensus meeting ...' added to the misleading impression of an independent

educational supplement as it was not stated that the meeting was a Reckitt Benckiser advisory board. The Panel considered that the insert was disguised promotion and a breach of Clause 12.1 of the Code was ruled.

The Panel did not consider that the insert was extreme in either its format or size. It was the same size as the BMJ page size and the copy provided by Reckitt Benckiser was not on sturdy card as submitted by the complainant. No breach of Clause 9.7 was ruled.

The Panel noted that given its title, 'Reflux Disease – What Lies Beneath the Surface?', sub-heading 'Perspectives from a consensus meeting ...' and list on the inside front cover of the faculty, the insert appeared to be an independent review of the therapy area. The introduction stated that the document would explain the difference between gastro-oesophageal reflux disease and laryngopharyngeal reflux and provide help to recognise their individual symptoms and advice on managing the two very different but related entities. There was, however, no advice on managing gastro-oesophageal reflux disease although detailed advice was given about the management of laryngopharyngeal reflux. The insert was promotional material for Gaviscon Advance. The Panel considered that the insert was misleading in this regard and a breach of Clause 7.2 was ruled.

The Panel considered that the generation of the insert demonstrated a lack of control and apparent poor knowledge of the requirements of the Code. The artworked document had been reviewed by regulatory and medical teams within Reckitt Benckiser. The Panel noted the company's comments about the role of its agents but considered that responsibility under the Code could not be delegated to third parties.

The Panel further considered that as a consequence of its rulings, the whole of the insert needed to comply with the Code. Clause 7, Information, Claims and Comparisons, was particularly relevant. The Panel had not been called upon to consider any particular claims made in the insert and its lack of comment did not mean that the content of the supplement was acceptable in that regard. The Panel requested that Reckitt Benckiser be advised of its concerns in this regard.

APPEAL BY THE COMPLAINANT

The complainant noted that he had not been told how much the advertisement cost. Without this information he assumed that an eight page advertisement in the BMJ cost an inordinately large amount of money, and therefore represented an extreme cost for promotional material. The complainant thus appealed the Panel's ruling of no breach of Clause 9.7.

COMMENTS FROM RECKIT BENKISER

Reckitt Benckiser submitted that it had paid £7,000 to distribute the supplement in the BMJ General Practice and BMJ Clinical Research editions. Standard rates for a double page spread advertisement in the BMJ Clinical Research edition cost £8,115 and in the BMJ General Practice edition cost £7,875. The total cost being £15,990.

Reckitt Benckiser submitted that the amount it had paid did not constitute an 'inordinately large amount of money' as stated by the complainant. In fact, it was much cheaper than standard double page spread advertising that would normally be paid for by advertisers in the BMJ. Double page spread advertising was common practice in the BMJ and in line with what readers, including the complainant, would normally see. Reckitt Benckiser disagreed with the complaint.

FINAL COMMENTS FROM THE COMPLAINANT

The complainant was very surprised to learn that an eight page supplement cost less than a two page advertisement but if the Authority was

satisfied that the company was being truthful then the complainant was happy to withdraw his appeal.

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With regard to the complainant's comments about withdrawal of his appeal both parties were advised that in accordance with Paragraph 15.1 of the Constitution and Procedure the appeal must go ahead as Reckitt Benckiser had already responded to the appeal.

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APPEAL BOARD RULING

The Appeal Board noted the company's submission that it had paid £7,000 to distribute the material in the BMJ. The Appeal Board did not consider that the material in question was extreme in terms of its size, format or cost. The Appeal Board upheld the Panel's ruling of no breach of Clause 9.7. The appeal was unsuccessful.

Complaint received	9 February 2009
Case completed	23 April 2009
