Belgian authorities reached out-of-court settlements with seven businesses, closed down six websites, and issued fines to two businesses. French authorities have taken legal action against three traders. Investigations and cases are still open in USA, Denmark, New Zealand, Australia, Sweden, Austria, Switzerland, France, Hungary, Japan, UK and Belgium.

If it sounds too good ...

In Australia, with the assistance of state fair trading authorities, Commonwealth Therapeutic Goods Administration and state health complaints offices, the ACCC has reached out-of-court settlements with:

- *a business based in Sydney promoting pheromone products claiming the benefits of increased eye contact, smiles, dates, sex and self-confidence*
- *a Victorian business promoting the use of magnetic fields and colloidal silver suspended in water to cure AIDS and boost the immune system*

- *a Perth business promoting lamps made from salt crystals as being 'used by health practitioners for many years to enhance immune systems', when this claim could not be substantiated*
- *businesses in New South Wales and South Australia promoting magnets and magnetic devices as effective in treating headaches, back injuries, circulation problems, insomnia, arthritis and sprains*
- *a Melbourne business claiming to test, diagnose and treat ageing, thereby reversing the ageing process*
- *a Victorian business marketing a multi-coloured shirt claiming to relieve stress, make the wearer more intelligent and perceptive, improve concentration, allow the wearer to continuously exercise, and stimulate and strengthen the immune system*
- *a New South Wales business promoting computer software designed to assist visualisation and affirmation techniques claimed to treat disease*
- *a Queensland business promoting herbal products for 'curing colds overnight', and curing hangovers, morning sickness, and stomach ulcers, as well as adjusting menstrual cycles to make them more regular and reversing the effects of osteoarthritis*
- *a Queensland business promoting colloidal silver as being a treatment for gastritis, malaria, parasitic infections, psoriasis, and yeast infections*
- *a New South Wales business promoting a slimming device claiming to 'tone your muscles in a one hour session (where you lie down) to the equivalent of a seven hour workout in the gym'.*

All representations have been removed from the website entirely or altered after proposed court action by the ACCC. Some websites were deleted from the world wide web without any further action. The ACCC still has investigations and cases underway and if its concerns are not addressed satisfactorily or the issue is particularly serious it will take matters to the Federal Court.

Meanwhile the ACCC has filed in the Federal Court asking for injunctions, corrective statements and refunds against Transformation 2012 concerning website claims to treat or assist in curing cancer, AIDS, diabetes, herpes, hepatitis, flu, asthma, migraine, MS, discoid lupus, and chronic fatigue. The site also clearly targets consumers in other countries.

A parting shot

In a warning to online traders, ACCC Commissioner Sitesh Bhojani said anyone trying to evade prosecution by locating in other jurisdictions had 'better watch out'.

'IMSN members are also taking actions based on consumer complaints to econsumer.gov, which has received more than 2500 complaints from consumers around the globe since its launch in April 2001.

'This network of law enforcers will not tolerate misleading or fraudulent activity. The IMSN is expanding in numbers and will cooperate more in coming years.'

avoid health fraud

tips

IMSN agencies provide the following tips to avoid health fraud:

- *if it sounds too good to be true, it probably is*
- *beware of products or treatments that are advertised as quick and effective cure-alls for a wide range of ailments or for an undiagnosed pain*
- *be cautious of testimonials claiming amazing results*
- *watch out for promoters who use phrases such as 'scientific breakthough', 'miraculous cure', 'exclusive product', and 'secret ingredient'*
- *before you buy, consult your pharmacist, doctor or other health professional.*

Consumers who believe they have been the victim of a health scam on the Internet can report the matter to IMSN members at <http://www.econsumer.gov> or the ACCC Infocentre on 1300 302 502.

Keeping it

COMPETITIVE

The ACCC has always aimed to prevent anti-competitive conduct by business in keeping with provisions in the Trade Practices Act.

However, in a move which had a direct impact on the health sector, new Commonwealth legislation was introduced in 1995 extending the restrictive trade practices provisions of the TPA to those engaged in unincorporated businesses.

Those affected by the Competition Policy Reform Act 1995, and state/territory application law, included (unincorporated) medical practitioners, and from 1997 they faced large pecuniary penalties if they were found to have breached the Act.

Broadly speaking Part IV of the TPA prohibits the following anti-competitive practices:

- *anti-competitive agreements and exclusionary provisions, including primary and secondary boycotts*
- *misuse of market power*
- *exclusive dealing*
- *resale price maintenance*
- *mergers which would have the effect, or likely effect, of substantially lessening competition in a substantial market.*

After the change to the Act, the ACCC conducted, and continues to conduct, education campaigns for the professions about their rights and obligations under the Act.

The important message was that the Act applied to the professions exactly the same way as it applied to other businesses.

In 1998 ACCC Chairman Professor Allan Fels, after the first enforcement action against medical professionals following the CPR Act, sounded a warning to all medical professionals and their associations.

The case, alleging price fixing by some individual anaesthetists and the Australian Society of Anaesthetists (ASA) in NSW, was settled after both the anaesthetists and the ASA gave undertakings to the Federal Court.

Prof. Fels said the case was a warning to all medical professionals and their associations that they were subject to the Act.

He said, 'Professionals taking collective action on price or collectively withdrawing services risk serious consequences, including large pecuniary penalties.

'In this case the ACCC did not seek penalties as it was the first enforcement action against medical professionals following the CPR Act.

'But as price fixing and boycotts are serious breaches the ACCC will not hesitate to seek penalties in future.'

The anaesthetists and the ASA gave undertakings to the court including that they would not engage in fixing, controlling or maintaining prices offered or charged by them for the supply of on-call services.

The ASA also undertook to the Federal Court to develop and implement, at its own expense, a Trade Practices Act compliance program. The Federal Court ordered that the respondents pay $60 000 toward the ACCC's costs.

In the past few years the ACCC has taken action against different professional groups for breaching the Act. These include the following two.

The case against three regional obstetricians

On 29 October 2002 the Federal Court made orders by consent, ending an ACCC action against three obstetricians for a boycott of 'No-Gap' billing. The court found that all three obstetricians had engaged in conduct that contravened the Trade Practices Act and/or the Competition Code of Queensland.

In April 2002 the ACCC began the case against the obstetricians who provided private in-hospital obstetrics services in Rockhampton, alleging the boycott of no-gap billing arrangements offered by a number of private health insurance funds.

The ACCC alleged that the doctors made arrangements in December 2000 and January 2001 that they would not provide private in-hospital obstetrics services to their patients on a no-gap billing basis. The outcome was that approximately 200 patients were required to pay a gap for the in-hospital medical expenses associated with the birth of their children that they would not otherwise have had to pay.

As a result of the ACCC's action these patients will be reimbursed the amount of the gap they were forced to pay.

While the ACCC understands the obstetricians had an after hours on-call roster arrangement, it did not object to this arrangement.

The case against AMA WA and Mayne Nickless

In this case, which began in the Federal Court in Perth in July 2000, the ACCC has alleged that the Australian Medical Association (WA), on behalf of visiting medical practitioners at Joondalup Health Campus, agreed with the Mayne Group on the doctors' terms of engagement.

In October 2001 the court found that AMA (WA), Paul Constantine Boyatzis (executive director of the AMA (WA)) and Dr David Evan Roberts (the former president of the AMA (WA)) had engaged in price fixing and primary boycott conduct. On 12 December 2001 the court ordered that they pay penalties of $240 000, $10 000 and $10 000 respectively, and that AMA (WA) implement a trade practices compliance program and contribute $25 000 towards the ACCC's costs.

The proceedings against the Mayne Group, Martin Day (former general manager WA & Asia–Health Care of Australia) and Ian MacDonald (former Joondalup Health Campus chief eExecutive) are tentatively set for trial from 17 March 2003 to 3 May 2003.

The court's decision sends a clear message to the medical profession and its associations that they are not above the law. As the facts of this case show, the issues involved are not about ethical obligations of the professions or standards or quality of medical treatment. The issues are about the collective use of market power to increase doctors' incomes or shield them from competitive forces.

...

Following the court decision, in an article in the Australian Financial Review (29 December 2001—1 January 2002) the AMA (WA)'s current president, Dr Bernard Pearn-Rowe, is quoted as saying:

'... the ruling dealt with an agreement struck six years ago, which had been "reached in good faith, not being aware that we were in breach of the act".'

The alleged unlawful arrangements were made in December 1996 and February 1997 and given effect to until early 1999. However, as court documents show in August and October 1996 the AMA(WA) was informed by an external source and an internal source respectively that the agreements being developed may breach competition laws. In April 1997, Dr Roberts, as President of the AMA (WA) took part in a conference entitled, 'Can the professions survive under a national competition policy?', organised by the ACCC and three universities. Dr Roberts' paper even deals with the topic of fee setting and negotiations. For a professional association, like the AMA(WA), to be put on notice that conduct it was engaging in could result in a breach of the law and to continue with such conduct until after the ACCC commenced investigations in early 1999 suggests the AMA(WA)'s conduct was intentional and its attitude was either one of being above the reach of the law or not caring whether its conduct was lawful or unlawful.

'Professions' distinguish themselves from 'occupations' or 'trades' on the basis of defining characteristics that include the concept that in carrying out professional work the professional's responsibility for the welfare, health and safety of the community takes precedence over other considerations. Behaviour of the kind described above, by the AMA(WA), is quite alarming and contradictory to a profession's raison d'etre. It accelerates a lowering of the standing of the profession in the community.

Had it not been for their cooperation in admitting the unlawful conduct and agreeing to court orders sought in the proceedings the outcome would have been much more severe for the AMA(WA), Mr Boyatzis, and Dr Roberts.

excerpt from the official opening address to the 12th Annual National Health Summit 2002 by Sitesh Bhojani, ACCC Commissioner.

ACCC keeps an eye on health funds

The ACCC keeps a watchful eye on the actions of health funds to ensure that the rights of consumers using the funds are protected.

This year the ACCC released its fourth Report to the Australian Senate on anti-competitive and other practices by health funds and providers in relation to private health insurance.

The report outlines ACCC enforcement action and a number of the ACCC's concerns about the private health sector including:

- *the lack of accuracy and completeness of information provided by funds to consumers about health insurance products*
- *the lack of signatories in the private hospital/day hospital facility sector to the industry code of practice which addresses contract negotiation processes with health funds*
- *doctors failing to make consumers aware of expected out-of-pocket costs for medical services*
- *the need for agents who are intermediaries between consumers and health funds to more accurately convey information to consumers about health insurance policies.*

Following the report's release ACCC Chairman, Professor Allan Fels, said the ACCC was disappointed with the accuracy and completeness of health insurance information provided to consumers by some health funds.

'It appears that many health funds do not pay sufficient attention to their obligations under the Trade Practices Act 1974 when making representations about health insurance products to their members or future members', Prof. Fels said.

In fact, the last financial year has seen a number of cases instituted by the ACCC against health insurance companies in which allegations of misleading or deceptive conduct were made.

Four were instituted under the Australian Securities and Investment Commission Act 1989 (ASIC Act). Until March 2002 health insurance was regulated through the ASIC Act with delegated power to the ACCC. After March 2002 the ACCC assumed direct responsibility for health insurance.

All cases involve misleading advertising.

NRMA Health Pty Ltd trading as SGIC Health and SGIO Health, NRMA Insurance Ltd and Saatchi & Saatchi Australia Pty Ltd

In July this year the Federal Court in Sydney made orders by consent against NRMA Health Pty Ltd (also trading as SGIC Health and SGIO Health) and NRMA Insurance Ltd concerning advertisements that appeared in various newspapers in September 2001 and on its website.

The print advertisements depicted a woman nursing a new born baby and stated: 'free delivery … no matter how advanced your pregnancy is', and contained fine print disclaimers that full coverage for obstetric services was subject to any excess or co-payment and service of a 12 month waiting period with NRMA or another health fund.

The orders included declarations that NRMA breached the relevant provisions of the ASIC Act, a requirement that NRMA inform consumers of the misleading conduct, waiting periods to be waived for those who were misled and the availability of refunds for excesses and co-payments.

The ACCC also alleged that Saatchi & Saatchi, NRMA's advertising agency, was involved in the contraventions. On 3 October 2002 Justice Jacobsen dismissed the ACCC's application in relation to Saatchi & Saatchi's involvement. The ACCC filed an appeal with the Full Federal Court on 24 October 2002.

Medical Benefit Funds of Australia Limited (MBF) and John Bevins Pty Ltd

This case, which was filed in the Federal Court on 8 February 2002, concerned print and television advertisements containing pregnancy-related images. The ACCC alleged that fine print in the advertisements—that the 12-month waiting period for pregnancy-related services would not be waived—was inadequate and unlikely to come to the attention of consumers.

The matter was heard on 3–4 June 2002. Justice Hill handed down his decision on 9 September 2002 ordering the respondents to pay the ACCC's costs. He also proposed to make orders that MBF place corrective advertising on television and in newspapers because the original television and billboard advertisements were misleading.

On 20 September 2002 the court made orders for corrective advertising; MBF appealed on 16 October 2002.

The court also found that John Bevins Pty Ltd, MBF's advertising agent, was knowingly concerned in the alleged contraventions. He appealed on 23 October 2002.

Medibank Private

This case, which began in the Federal Court (Melbourne) in October 2000, involved two advertising campaigns.

The ACCC alleges that from early March 2000 Medibank advertised no rate increase in 2000 on PackagePlus products; and that through its call centre, newspaper advertising,

website, brochures and mail to customers, Medibank failed to properly disclose that rates would increase on 1 July 2000.

The ACCC also alleges that a second campaign in major newspapers in August 2000 offered 'any waiting periods waived' and 'get 30 days free if you change to Medibank Private' to consumers switching from other funds. The ACCC alleges that the advertisements failed to properly disclose that only the two-month general waiting period and the six-month optical waiting period were waived, and that this was only indicated in fine print at the bottom of the advertisements.

- The ACCC is seeking orders including waiver of waiting periods, provision of 30 days free health insurance, and refunds or credits for PackagePlus purchasers.
- On 21 March 2002 the court refused Medibank's application for certain remedial orders sought by the ACCC to be struck out. Medibank Private appealed this decision and on 16 September 2002 the Full Federal Court upheld Medibank's appeal.
- On 10 October 2002 the ACCC filed an application for special leave to appeal the Full Federal Court's decision to the High Court.

Western District Health Fund Limited

The ACCC began court action on 23 January 2002 against Western District Health Fund Limited (trading as Westfund) in the Federal Court, Sydney, alleging misleading or deceptive advertising of its health insurance products.

The proceedings were instituted under the Australian Securities and Investments Commission Act 1989.

At the time of the alleged conduct, health insurance fell within the definition of a financial product and was regulated through the ASIC Act. Since December 1998 and at the time of the alleged conduct, ASIC had formally delegated the regulation of all consumer protection aspects of health insurance to the ACCC through the use of nominated ACCC officers as delegates.

On 16 October 2002 the Federal Court declared that Westfund had engaged in misleading and deceptive conduct in relation to advertising its health insurance products to consumers.

In both a television advertisement that aired between February and September 2001 and on its website, Westfund represented that the fund would pay all hospital and medical expenses associated with all operations, and that members would not be required to pay any excess or co-payment.

In fact, Westfund, by operation of the National Health Act 1953 could not pay all medical expenses in relation to all operations and there were circumstances in which a member may be required to pay an excess or a co-payment.

These representations also included two fine print disclaimers which failed to detract from the overall impression conveyed by the advertisement that a Westfund member would not be required to make any payment in respect of hospital or medical expenses associated with any operations.

Other court orders, all made with the consent of Westfund, include:

- an order that Westfund write to consumers who purchased health insurance from the fund between 15 February 2001 and 22 September 2001, informing them they may have been misled by the advertisements and/or the website and that Westfund offers to refund, to the extent possible:
  - hospital expenses not paid by Westfund
  - certain medical expenses
  - any excess or co-payment paid by the member
- the cost of membership for those members who, as a result of having been misled, choose to leave Westfund
- an order that Westfund publish a corrective statement on its website
- an injunction preventing Westfund from making representations in the future about health insurance benefits without clearly and prominently displaying the extent to which an insured person is required to make any payment in respect of hospital and/or medical expenses associated with operations
- an order requiring Westfund to establish, maintain and have audited, a trade practices compliance program.

HCF

In August 2001 HCF undertook to waive waiting periods applicable to members who joined HCF between 3 and 30 June 2001.

An HCF television advertisement had stated: 'Join HCF before June 30th and receive instant cover' and that the two and six-month waiting periods were waived. A visual fine print statement read: 'the waiver does not apply to waiting periods of more than six months, including those for pregnancy and related conditions. Pre-existing ailments and conditions are also excluded'.

The ACCC considered the advertisement represented that by joining HCF before 30 June 2001 the public would be entitled to benefits from the time of joining for all hospital, medical and ancillary services included in the cover.

Looking before leaping

—checking up on medical advertising

Good health is an important asset and should be protected. However, sometimes in our efforts to improve our health, our looks or our general wellbeing, it's easy to leap before looking too carefully at services or products that make great sounding promises.

This can be particularly true of people suffering an illness who may, in desperation, jump at the chance of a cure.

The ACCC has published a checklist for consumers in Fair treatment? Summary of the Guide to the Trade Practices Act for the advertising and promotion of health services. The list includes these points.

- *If an advertisement predicts an outcome, e.g. a cure, ask yourself if it appears exaggerated and unlikely to be backed up by reasonable evidence. If in doubt ask the provider about proof of their claims.*
- *Be wary of 'miracle cure' advertisements. If a 'medical breakthrough' really has occurred in the treatment of a serious illness—would the news be announced first in an advertisement? Ask others (e.g. another doctor, pharmacist and healthcare professional) about the 'medical breakthrough'.*
- *Read limitations and qualifications on the value of a procedure carefully. Ask if you think there may be other limitations that could apply.*
- *Are there any terms and conditions, perhaps in small print or at the bottom of an advertisement, that you have not read?*
- *When testimonials are included, can you be sure they accurately represent the outcomes claimed?*

A case in point

One case in which a court decided that consumers had been misled involved the operators of the Perth Chronic Fatigue Advisory Centre, Paul Storer and Linda Storer.

In April 2001 the Federal Court made declarations that the Storers had engaged in false and deceptive conduct and made misrepresentations in relation to chronic fatigue syndrome which broke the consumer protection provisions of the Trade Practices Act.

The court declared that while promoting their services, the products 'OMX probiotics' and 'USANA supplements' and their management plan around Australia, the Storers had made misleading or deceptive claims. These included that Paul Storer was a 'doctor' and that he had a PhD in microbiology from the University of Western Australia when this was not the case.

The court made orders restraining the Storers from engaging in similar conduct in the future, including from making representations or inferring that Paul Storer was, or was entitled to be, described as a doctor, or to practise medicine or surgery.

The court ordered the Storers to offer refunds to consumers who were misled by the representations, to participate in a trade practices compliance program seminar, and to publish corrective notices in prominent newspapers to inform the public of the decision.

After the decision ACCC Chairman Professor Allan Fels said the ACCC welcomed the opportunity for medical and other health sector professionals to communicate directly with consumers through advertising.

However, he said that professionals must better understand their legal obligations in relation to advertising or other promotional conduct.

'Advertising can be extremely useful for the community to clearly inform it about the services of particular groups—but advertising must not mislead, for example, about the efficacy of such services.'

Copies of the summary and the full guide are available on the ACCC's website at <http://www.accc.gov.au> or from <publishing.unit@accc.gov.au> or by phoning (02) 6243 1143.

Getting immunity from court action

Just like businesses in other sectors, businesses and professional representative groups in the health sector can apply for authorisation and notification from the ACCC.

Authorisation gives immunity from court action by the ACCC or any other party for potential breaches of the restrictive trade practices provisions of the Trade Practices Act.

Immunity only commences if and when the ACCC grants authorisation. And it will only do so if the public benefits of a type of conduct outweigh any possible anti-competitive effects.

The ACCC goes through a comprehensive public consultation process before deciding whether or not to authorise conduct.

Notification provides protection from court action by the ACCC or any other party for potential breaches of the exclusive dealing provisions of the TPA.

Immunity commences automatically once the notification is lodged with the ACCC. However, the ACCC may revoke the notification if it considers that the public benefit from the conduct does not outweigh any anti-competitive effects.

The ACCC has considered a number of authorisations in the health sector over the years, and particularly since 1995 when the TPA was extended to cover medical practitioners.

Royal Australasian College of Surgeons

The ACCC is currently considering a major health authorisation lodged by the Royal Australasian College of Surgeons (RACS) in relation to its system for training surgeons and for its role in determining whether overseas-trained surgeons should be permitted to practise in Australia.

RACS lodged the application following an ACCC investigation into whether it was inappropriately restricting the number of surgeons practising in Australia by restricting training numbers and inappropriately blocking applications by overseas surgeons.

The ACCC has held extensive public consultations with state and federal departments of health, industry bodies and other stakeholders.

Soon after RACS lodged its application the ACCC granted interim authorisation, which provides RACS with immunity from court action while the application is assessed. The next step is for the ACCC to release a draft decision, which will be as soon as is practicable.

Royal Australian College of General Practitioners

Another significant health application the ACCC is currently considering was lodged by the Royal Australian College of General Practitioners (RACGP). On 20 June 2002 the ACCC issued a draft decision proposing to grant this authorisation subject to certain conditions.

Broadly speaking, many GPs within the same general practice can already agree on the fees they charge patients. However, concerns arose within the medical profession about whether general practices operating under certain types of business structures could agree on patient fees without breaching the TPA—for example, 'associateships' where the GPs remain independent businesses but co-locate to reduce costs.

The proposed authorisation will address these concerns and provide certainty to GPs. The broad principle underlying the proposed authorisation is that when a general practice is, for all intents and purposes, one economic entity, then the GPs in the practice should be able to agree on patient fees. The proposed authorisation would not allow GPs in different general practices to agree on fees.

As with RACS, the ACCC granted interim authorisation to the RACGP soon after receiving its application. It released a final decision on 19 December 2002. It should be available shortly on the ACCC website at <http://www.accc.gov.au/adjudication/fs-adjudicate.htm>.

Collective negotiations by eight private hospitals

In 2001 the ACCC gave an authorisation which enabled eight small independent hospitals in rural and metropolitan NSW to collectively negotiate with larger health funds and the Department of Veterans' Affairs.

The ACCC considered that a number of public benefits were likely to flow from allowing the hospitals to bargain collectively, particularly in terms of the efficiency gains resulting from access to improved contracting and negotiating processes.

See the ACCC's Guide to authorisations and notifications, hard copy available for $10 from <publishing.unit@accc.gov.au> or (02) 6243 1143. Also available on our website at <http://www.accc.gov.au>.

Fair treatment

—advertising and the health sector

A few years ago many of the legal restrictions on advertising were relaxed which meant that medical and health sector professionals had far more opportunity to communicate directly with consumers. This also meant that consumers were able to make more informed decisions about health services and products.

However, with the opportunity to reach consumers more directly came the responsibility to comply with the Trade Practices Act and state and territory fair trading laws.

The Act is one of the main ways of regulating advertising and other promotional activity.

Honesty is the best policy

Providing accurate, honest and easily understood information protects consumers and helps them to decide on services and procedures and choose between providers.

However, professional people, who generally know a lot more about medical and health services, can be tempted to use that difference in knowledge to oversupply services or advertise unrealistic expectations.

This deceptive conduct can cause consumers long lasting physical, psychological or financial problems. The Trade Practices Act obliges companies (including professional-practice companies) to avoid advertising in a way that is likely to mislead or deceive; which can lead to disputes. For example, has an outcome been implied even though it has not been stated explicitly? Are any predictions on outcomes justified?

If an advertisement is disputed the court will assess how ordinary consumers will perceive the message and what overall impression is created by the advertisement.

Complying with the Act

To make sure they comply with the Act advertisers should be certain they can substantiate their claims, particularly those on outcomes. They should also consider whether what is left unsaid may be misleading or deceptive. Problems have arisen over the use of before and after photographs of patients and of photographs of models who have not undergone the procedure advertised.

As it is the overall impression of an advertisement that counts, an argument that conditions in fine print exempt an advertisement from being misleading may not be accepted by the court. Similarly, the court may decide that a disclaimer or qualification may not counteract the overall impression given by the main text. The promotional method used will have a strong bearing on the acceptability of conditions. 'Fine print' qualifications that may be acceptable in a booklet may not satisfy the court if presented in a television commercial.

Comparative advertising, while potentially an effective promoter of competition, can easily create problems. The Act is less likely to be breached by comparative advertising if advertisers ensure, for example, that they compare with similar services (and include any conditions that apply to their offer) and are up-to-date with a competitor's service or prices.

Attracting ACCC attention

Advertisements for some types of healthcare services—notable examples include laser eye surgery and impotence, haemorrhoid and hair removal treatments—have caused more concern than others.

Offending advertisements often exaggerate the benefits of the service, require or suggest self diagnosis, and misuse titles and qualifications, testimonials and photographs.

The ACCC has acted against some advertisers of laser surgery who stated or implied, without suitably qualifying text, that some of those treated would not need to wear glasses again.

Advertisements for an impotency treatment made exaggerated claims that the treatment was the only one ever proven to work and that four treatment programs gave guaranteed results.

Hair removal promotions sometimes misleadingly imply that a given treatment or a specific number of treatments will permanently remove hair.

The ACCC obtained compensation for purchasers of devices including an 'ion mat' and 'parasite zapper' on the grounds that claims had been advertised that could not be substantiated about their capacity to cure various ailments such as back problems, obesity, leukemia and AIDS.