

# Is a Disclosure Needed When a Brand is Paid to "Recommend" Another Brand?

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When an advertiser engages an influencer to promote its products, advertisers are very familiar with the rule that the influencer must **clearly and conspicuously disclose the influencer's relationship with the advertiser – unless the relationship is obvious to consumers.**

**But what about when an advertiser engages another brand to promote its products? Is some sort of disclosure required there? A recent decision from the 6th Circuit had some interesting things to say about that.**

**A consumer bought a plane ticket from the American Airlines website. During the purchase process, the consumer was given the opportunity to buy a travel assistance policy – which provides destination information, medical referrals, and other services – offered by a third party provider. American's website said that the policy was "Recommended." It also explained that the policy was "recommended/offered/sold" by a third party.**

What the consumer didn't know, however, was that **American received compensation each time a policy was sold.** The consumer sued, alleging a variety of claims under Michigan law. Essentially, the consumer argued that she was misled into buying the policy, because American failed to disclose the financial arrangement between the airline and the travel assistance provider.

**A federal district court in Michigan dismissed the case and, on appeal, the 6th Circuit affirmed the dismissal.** The appeals court simply didn't think that American did anything wrong here.

First, the consumer received the travel assistance policy that she paid for. As the court explained, "When customers bought travel assistance services . . . , they got exactly what they paid for: travel assistance services. The airline did not deceive [the consumer] by giving her the option to purchase such services . . . ."

**Second, the court said that American didn't mislead the consumer about its financial relationship with the travel assistance provider.** Saying that it didn't think that American's recommendation of the policy disclaimed any financial interest in the transaction, the court explained, **"The statement is silent on any fees American received."** Perhaps even more importantly, the court concluded, **"it seems self-evident that American would be compensated" by the travel policy provider for access to a "valuable and highly sought distribution channel."**

With all of the attention in recent years that has been given to the need for material connection disclosures when using influencers, advertisers sometimes struggle with the question of when disclosures are needed when they partner with other brands. Ultimately, though, the answer to the question may really be driven by the same factors. In other words, is the “endorsement” being given in a context where the relationship between the parties is not clear?

When a brand is promoting another brand on its website, it seems pretty obvious that there's a financial relationship between the parties – so no material connection disclosure should be needed. Of course, if the brand were to explicitly misrepresent what that relationship is, or to present a “recommendation” in a context where that relationship may not be obvious, then a different approach may be needed.

*Trotta v. American Airlines*, 2025 WL 1144779 (6th Cir. 2025).