

# PRIMARY CARE TRUST HEAD OF PRESCRIBING v ASTRAZENECA

## Invitation to a meeting

The head of prescribing at a primary care trust stated that several members of his team were invited to an educational meeting, 'Burning Issues in Gastroenterology', sponsored by AstraZeneca. The invitation had been emailed from two different sources.

The invitation referred to an indication for Nexium (esomeprazole) without providing prescribing information for this product. Additionally, one of the emails to which the invitation was attached also referred to Nexium, again without any prescribing information. In both of these cases the non-proprietary name did not appear adjacent to the brand name.

The Panel noted that the email invitation included the product name, Nexium, and thus triggered the requirement to provide prescribing information; the email should also have included the non-proprietary name immediately adjacent to the brand name. The Panel noted that neither requirement had been met and so ruled breaches of the Code. The Panel did not consider that the email constituted disguised promotion. Recipients would be aware of the nature of the meeting. The Panel ruled no breach of the Code in that regard.

The head of prescribing at a primary care trust (PCT) complained about an invitation to a meeting which he had received from a representative of AstraZeneca UK Limited.

## COMPLAINT

The complainant stated that several members of his PCT team were invited to an educational meeting, 'Burning Issues in Gastroenterology', sponsored by AstraZeneca. The invitation had been emailed from two different sources.

Firstly, the invitation referred to an indication for Nexium (esomeprazole) without providing prescribing information for this product. As the meeting purported to be educational in content the complainant was surprised that a brand name was included in the programme; however, as Nexium was made and marketed by AstraZeneca he alleged that the invitation could be construed as promotional and therefore it should have included relevant prescribing information.

Additionally, one of the emails to which the invitation was attached also referred to Nexium, again without any prescribing information.

In both of these cases the non-proprietary name did not appear adjacent to the brand name.

When writing to AstraZeneca, the Authority asked it to respond in relation to Clauses 4.1, 4.3 and 10.1 of the Code.

## RESPONSE

AstraZeneca confirmed that one of its representatives emailed a member of the PCT in question on 31 January. The company accepted that this communication was in breach of the Code.

AstraZeneca explained that the agenda attached to the email dated 31 January was in fact an earlier draft, which was identified as non-compliant with the Code because Nexium was mentioned in the title of one of the educational sessions with no subsequent use of the generic name and no prescribing information. This was duly corrected prior to printing the invitations for circulation.

However, in December AstraZeneca's computer system underwent a significant upgrade, which necessitated the reloading of historical data. Unfortunately, the earlier non-compliant draft version of this particular agenda was loaded in error, instead of the final version that had been corrected and approved in December 2005.

When the representative sent the email on 31 January, he accessed the computer records in the proper way according to AstraZeneca's processes and attached what he believed to be the final and approved version (unfortunately without double-checking it). Regrettably, his email also mentioned Nexium without the non-proprietary name, which was an oversight on his part. Appropriate action would be taken with the individual.

Whilst AstraZeneca was very disappointed with what it believed to be a one-off technical failure, it was pleased that its existing approval systems originally identified the issues in the draft agenda prior to printing. As a consequence of its investigation, AstraZeneca was confident that this was the only electronic invitation sent and that the vast majority of health professionals received the correct final agenda and not the incorrect draft.

The actual meeting was educational in content and this was clearly stated on the invitation. However, whilst the final agenda was correct and the content of the talk was appropriate for the title, AstraZeneca accepted that the draft title of the talk was inappropriate.

AstraZeneca concluded that while the meeting as held complied with the current Code, the specific email noted by the PCT did not. AstraZeneca apologised for its error. Despite its belief that this was a one-off technical error, AstraZeneca had initiated steps to eliminate the risk of this ever happening again in future computer upgrades. In addition, the representative involved had been re-educated on his responsibilities under the Code.

**PANEL RULING**

The Panel noted that the invitation, sent by email on 31 January, included the product name, Nexium, and thus triggered the requirement to provide prescribing information; the email should also have included the non-proprietary name immediately adjacent to the brand name. The Panel noted that neither requirement had been met and so it ruled breaches of Clauses 4.1 and 4.3 of the Code as acknowledged by AstraZeneca.

The Panel did not consider that the email constituted disguised promotion. Recipients would be aware of the nature of the meeting. The Panel ruled no breach of Clause 10.1 of the Code.

<b>Complaint received</b>	<b>15 February 2006</b>
<b>Case completed</b>	<b>6 April 2006</b>