

INSULIN DEPENDENT DIABETES TRUST v NOVO NORDISK

Advertisement in Diabetes Breakthrough

The Insulin Dependent Diabetes Trust complained about an advertisement placed by Novo Nordisk in *Diabetes Breakthrough*, the magazine of the Juvenile Diabetes Research Foundation. Novo Nordisk explained that most copies of the magazine were sent to health professionals but some did go to the public.

The complainant stated that although Novo Nordisk was not directly advertising a product in particular, and most of the advertisement was about the company, the statement ‘... you need to be able to count on the company that supplies your medicine’ advertised its products in general. It was a form of direct to consumer advertising of diabetes products made by Novo Nordisk which was sufficient to cause people to request a specific brand of insulin from their clinician.

The Panel noted that the advertisement featured a photograph of a young woman and the headline ‘changing how we see your diabetes’. The Novo Nordisk company logo was in the bottom right hand corner. The text of the advertisement acknowledged the difficulties of living with diabetes and stated that Novo Nordisk wanted to help. The reader was told, *inter alia*, that the company would supply the necessary medicine and lead in the search for a cure; it would ensure diabetics had access to the care they needed and be ethical and responsible in its business.

The Panel accepted that the advertisement might encourage patients to discuss Novo Nordisk’s products with their doctor but it did not encourage patients to ask their doctor to prescribe a specific medicine. The Panel ruled no breach of the Code.

The Insulin Dependent Diabetes Trust complained about an advertisement (ref INS/625/0806) placed by Novo Nordisk Limited in *Diabetes Breakthrough*, issue 37, the magazine of the Juvenile Diabetes Research Foundation. Novo Nordisk stated that *Diabetes Breakthrough* had a print run and circulation of about 10,000. 8,000 copies were sent to 1,600 health professionals (5 copies to each for distribution to colleagues). Over 700 were mailed directly to a database and the remaining copies were distributed through Novo Nordisk’s head office and regional offices in response to enquiries and passed out to the general public and targeted audiences at various events.

COMPLAINT

The complainant stated that whilst Novo Nordisk was not directly advertising a particular product, it was advertising its medicines to people with diabetes. Although most of the advertisement was advertising the company, the statement ‘... you need to be able to count on the company that supplies your medicine’ was actually advertising its products. It was a form of direct to consumer advertising of diabetes products made by Novo Nordisk which was sufficient to cause people to request a specific brand of insulin from their clinician.

When writing to Novo Nordisk, the Authority asked it to respond in relation to Clause 20.2 of the Code.

RESPONSE

Novo Nordisk stated that it tried to have a good relationship with all patient groups relevant to the therapy areas it was involved in. Novo Nordisk did not receive any complaints regarding this advertisement directly from any patient groups.

This corporate advertisement was designed to promote Novo Nordisk as a responsible pharmaceutical company that did more than just manufacture and supply medicines. The advertisement was intended to raise the awareness of Novo Nordisk’s commitment to diabetes and its commitment to searching for a cure. Until a cure was found, Novo Nordisk would like to offer patients and health professionals the medicine they needed, support the care that patients needed and improve the view people had of the disease and of diabetics. The advertisement was not intended to increase the sale of any of Novo Nordisk’s products but to increase the goodwill towards the company.

Novo Nordisk believed stating ‘... you need to be able to count on the company that supplies your medicine’ should be read as saying there was more to a pharmaceutical company such as Novo Nordisk than manufacturing the medicines people were using. The emphasis of that sentence was on ‘company’ and not ‘medicine’. And this was a general reference to all responsible pharmaceutical companies.

As no promotional claims were made about any of Novo Nordisk’s products and no products were mentioned by name, it did not believe this corporate advertisement would cause people to request a specific brand of insulin from their clinician.

Novo Nordisk did not consider that the advertisement was in breach of Clause 20.2 of the Code.

PANEL RULING

The Panel noted that the advertisement featured a photograph of a young woman and the headline ‘changing how we see your diabetes’. The Novo Nordisk company logo was in the bottom right hand corner. The text of the advertisement acknowledged the difficulties of living with diabetes and stated that Novo Nordisk wanted to help. The reader was told, *inter alia*, that the company would supply the necessary medicine and lead in the search for a cure; it would ensure diabetics had access to the care they needed and be ethical and responsible in its business.

Novo Nordisk had placed the advertisement and marketed medicines for diabetes. The Panel

considered that the advertisement raised the awareness of Novo Nordisk's corporate interest in the therapy area. The advertisement might facilitate the market development of Novo Nordisk's products.

The Panel noted the requirements of Clause 20.2 of the Code that information about medicines which was made available to the general public must be factual and presented in a balanced way. It must not raise unfounded hopes of successful treatment or be misleading with respect to the safety of the product. Statements must not be made for the purpose of

encouraging members of the public to ask their doctors to prescribe a specific medicine. The Panel accepted that the advertisement might encourage patients to discuss Novo Nordisk's products with their doctor but it did not encourage patients to ask their doctor to prescribe a specific medicine. The Panel ruled no breach of Clause 20.2 of the Code.

Complaint received **20 November 2006**

Case completed **3 December 2006**
