

CASE AUTH/2077/1/08

## GENERAL PRACTITIONER v PFIZER

### Invitation to receive an Arthrotec memory stick

A general practitioner complained that a reply paid card from Pfizer offering an Arthrotec (diclofenac/misoprostol) memory stick did not include the approved name despite the promotional heading 'Remember Arthrotec'.

The Panel noted that the mailing in question consisted of a leaflet detailing Arthrotec and a wholly separate reply paid card. The reply paid card had Pfizer's address on one side and the other was headed 'Remember Arthrotec'. There was no reference at all to the non-proprietary name on the reply paid card.

The Panel considered that the reply paid card was a promotional item in its own right; it was not, for instance, provided as a tear-off section of the main leaflet ie physically part of the leaflet. It thus had to stand alone with respect to the requirements of the Code. The card bore the name of the product, Arthrotec and was not exempt from the requirement to provide prescribing information. One of the components of prescribing information was the non-proprietary name of the product. As there was no mention at all of the non-proprietary name on the reply paid card, the Panel ruled a breach of the Code.

The Panel noted that if the reply paid card had been provided as a physical part of the main leaflet then it would not have been a stand alone piece and could have relied on the prescribing information being printed on the larger leaflet. The Panel further noted that although its ruling suggested that prescribing information was required, in this instance it could have been included because the card in question was such that for posting, it was folded in half and stuck down so that all that was visible on the outside, and therefore to the public, was the address.

A general practitioner complained about a reply paid card (ref ART-035-07) from Pfizer Limited offering him an Arthrotec (diclofenac/misoprostol) memory stick. The reply paid card was part of a GP mailing which consisted of a promotional leaflet together with the reply paid card in an envelope.

#### COMPLAINT

The complainant stated that this was an invitation to receive a complimentary memory stick and since the heading on the top was 'Remember Arthrotec' it clearly served a promotional purpose. However, the approved name did not appear anywhere in the document.

When writing to Pfizer, the Authority asked it to respond in relation to Clause 4.1 of the Code.

#### RESPONSE

Pfizer noted that the supplementary information to Clause 4.1 stated 'Each promotional item for a medicine must be able to stand alone'. The item in question was a reply paid card which Pfizer did not deem to be promotional as it did not make any claims, and which therefore not need to include any prescribing information as required under Clause 4.1.

The supplementary information on reply paid cards in Clause 9.8 stated 'Reply paid cards which are intended to be returned to companies through the post and which relate to a prescription only medicine should not bear both the name of the medicine and information as to its usage but may bear one or the other'. In line with this guidance the reply paid card stated the brand name of the medicine and did not bear any information as to its usage, therefore ensuring there was no breach of Clause 9.8.

In conclusion, Pfizer did not believe any of the items within the mailing to be in breach of the Code.

#### PANEL RULING

The Panel noted that the mailing in question consisted of a leaflet detailing Arthrotec and a wholly separate reply paid card. Both items had the same reference number (ART-035-07). The reply paid card had Pfizer's address on one side and the other was headed 'Remember Arthrotec'. There was no reference at all to the non-proprietary name on the reply paid card.

The Panel considered that the reply paid card was a promotional item in its own right; it was not, for instance, provided as a tear-off section of the main leaflet ie physically part of the leaflet. It thus had to stand alone with respect to the requirements of the Code. The card bore the name of the product, Arthrotec. The Panel noted that Clause 4.1 required the prescribing information listed in Clause 4.2 to be provided in a clear and legible manner in all promotional material for a medicine except for abbreviated advertisements and promotional aids. The reply paid card was neither an abbreviated advertisement nor a promotional aid and so was not exempt from the requirement for prescribing information to be provided. One of the components of prescribing information as listed in Clause 4.2 was the non-proprietary name of the product. As there was no mention at all of the non-proprietary name on the reply paid card, the Panel ruled a breach of Clause 4.1.

The Panel noted that Pfizer had referred to Clause 9.8 implying that meeting the requirements of that clause was incompatible with also complying with Clause 4.1.

This was not so. If the reply paid card had been provided as a physical part of the main leaflet then it would not have been a stand alone piece and could have relied on the prescribing information being printed on the larger leaflet. The company would then have only had to comply with Clause 9.8 of the Code ie that reply paid cards returned through the post to companies should not bear both the name of the medicine and information as to its use. The Panel noted that although its ruling above suggested that prescribing information was required, in this instance it

could have been included on the reply paid card in question without, at the same time, breaching Clause 9.8 because the card was such that when the doctor sent it back through the post it was folded in half and stuck down so that all that was visible on the outside, and therefore to the public, was the address.

**Complaint received** 7 January 2008

**Case completed** 31 January 2008

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