HEALTH PROFESSIONAL v SHIELD

Promotion of Feraccru

A health professional who until recently worked in the pharmaceutical industry, albeit in a different therapeutic area, alleged that a Feraccru (ferric maltol) journal advertisement issued by Shield Therapeutics UK was misleading and could put patient safety at risk. Feraccru was indicated for the treatment of iron deficiency anaemia in adults with inflammatory bowel disease (IBD).

The complainant noted that the advertisement stated that Feraccru had a safety profile comparable to placebo but the prescribing information stated that it was not suitable for, *inter alia*, children, those who were pregnant or those with severe IBD which was considerably less safe than placebo.

The detailed response from Shield is given below.

The Panel noted the complainant's narrow allegation that to state that Feraccru had a safety profile comparable to placebo when the prescribing information stated that it was not suitable for certain patient groups was misleading and potentially risked patient safety.

The Panel noted that the advertisment stated the licensed indication for Feraccru and further restricted use to a sub-population of patients who had previously failed on oral ferrous products reflecting the inclusion criteria from the pivotal studies. The Panel considered that the advertisement was clear in relation to the use of Feraccru in adults only and that the claims would be read as applying to the intended population rather than the population as a whole.

The Panel noted that according to the prescribing information Feraccru should not be used in patients with IBD flare, IBD patients with Hb (haemoglobin) < 9.5g/dl or children. Given the lack of relevant data, and as a precautionary measure, it was preferable to avoid its use during pregnancy.

The Panel did not consider that the claim 'a safety profile comparable to placebo' was misleading on the narrow ground alleged; that it was not suitable for certain patient groups. The advertisement clearly stated the licensed indication and patient population. The Panel did not consider that the company had failed to maintain high standards or that it had risked patient safety on the narrow ground alleged nor had it brought discredit to or reduced confidence in the pharmaceutical industry. No breaches of the Code were ruled including no breach of Clause 2.

A health professional who until recently worked in the pharmaceutical industry, albeit in a different therapeutic area, complained about a Feraccru (ferric maltol) advertisement (ref UK/FER/2016/004f) issued by Shield Therapeutics UK Limited. The advertisement appeared in Gastrointestinal Nursing, September 2016.

Feraccru was indicated in adults for the treatment of iron deficiency anaemia in patients with inflammatory bowel disease (IBD).

The one page advertisement contained an image of a submarine with the phrase 'Iron doesn't need to be heavy' beneath the submarine image. Under this image were clouds and:

> 'Feraccru (ferric maltol) is a new oral iron alternative for iron deficiency anaemia in adult patients with inflammatory bowel disease, who failed oral ferrous products.
>
> Lighten their load with a significant 2.25g/dl increase in Hb [haemoglobin] at Week 12 and a safety profile comparable to placebo.'

COMPLAINT

The complainant noted that the Feraccru advertisement stated that it had a safety profile comparable to placebo. The complainant noted that the prescribing information stated that it was not suitable for, *inter alia*, children, those who were pregnant or those with severe IBD which was considerably less safe than placebo. The complainant alleged that this was misleading and could put patient safety at risk.

When writing to Shield, the Authority asked it to consider the requirements of Clauses 2, 7.2 and 9.1.

RESPONSE

Shield submitted that the first sentence 'Feraccru (ferric maltol) is a new oral iron alternative for iron deficiency anaemia in adult patients with inflammatory bowel disease, who failed oral ferrous products' was the licensed indication for Feraccru as stated in Section 4.1 of the summary of product characteristics (SPC), but further restricted use to a sub-population who had previously failed on oral ferrous products. This sub-population reflected the inclusion criteria from the pivotal studies.

The second sentence 'Lighten their load with a significant 2.25g/dl increase in Hb at Week 12 and a safety profile comparable to placebo' detailed the top line results from the pivotal studies and provided the primary efficacy outcome, in terms of the haemoglobin rise over 12 weeks of therapy, and the overall safety profile that was seen in the study. This statement was referenced to Gasche *et al*, (2014) and Schmidt *et al* (2016), the two primary reports of the results of the study, and was an accurate reflection of the outcome of the study and the comparative safety profiles seen (although that was not the subject of the complaint).

Shield disagreed with the allegation that the claim '… and a safety profile comparable to placebo' was misleading and would put patients at risk because the prescribing information stated that the medicine was not suitable for, *inter alia*, children, those who were pregnant or those with severe IBD flare. The claim regarding the efficacy and the safety profile accurately reflected the results of the study, supported by the clinical data and publications. Further it was clear that these results related to the licensed indication which was clearly stated in the advertisement and included the restriction to adult patients. The advertisement did not imply that either the efficacy or safety results from the pivotal studies would be applicable outside of the licensed indication, nor in patient groups in whom the medicine was not recommended.

As was common with new therapies, Shield currently had no data on the use of Feraccru in pregnancy, breast-feeding, children (17 years and under) or IBD flare. In line with all advertisements, this lack of data was highlighted in the SPC and the prescribing information to ensure that prescribers could make an informed choice. There was no data to suggest that pregnant women or breast-feeding mothers would have increased risk if exposed to Feraccru, but as a precautionary measure use was not recommended.

There was no data for patients with IBD flare, however as oral ferrous products had been shown to exacerbate IBD, the use of Feraccru was not recommended.

It was evident that the complainant was able to understand from the advertisement that Feraccru should not be used in children, pregnancy or in (severe) IBD flare. In that regard, the advertisement was not misleading and was clear that Feraccru should not be used in those patient groups. There could therefore be no breach of Clauses 7.2 or 9.1. Shield submitted that it provided full information to ensure patient safety and appropriate use of Feraccru where limited or no data existed. In that regard, Shield submitted that it had maintained high standards and therefore had not breached Clauses 9.1 or 2.

PANEL RULING

The Panel noted the complainant's narrow allegation that it was misleading and potentially risked patient safety to state that Feraccru had a safety profile comparable to placebo when the prescribing information stated that it was not suitable for, *inter alia*, children, those who were pregnant and for those with severe IBD flare.

The Panel noted that the advertisment stated the licensed indication ie that Feraccru was for the treatment of iron deficiency anaemia in adult patients with inflammatory bowel disease. The advertisement further restricted use to a sub-population of patients who had previously failed on oral ferrous products. This sub-population reflected the inclusion criteria from the pivotal studies from which the efficacy results were generated. The Panel considered that the advertisement was clear in relation to the use of Feraccru in adults only. The Panel considered that the claims in the advertisement would be read as applying to the intended patient population which was clear rather than the population as a whole. Feraccru was not recommended for use in certain patients.

The Panel noted Shield's submission that the claim 'and a safety profile comparable to placebo' was an accurate reflection of the results of the study, supported by the clinical data and publications. The authors of the initial 12 week study (Gasche *et al*) stated that the low number of recorded adverse events precluded any valid statistical comparison of adverse events between the active and placebo groups. As a result the safety profile was assessed in a descriptive manner. Nevertheless the authors considered it unlikely that the 'differences in incidence of, or instance, constipation' would constitute a statistically significant finding. The extension study (Schmidt *et al*) stated that while Gasche *et al* was adequately powered to discern statistically significant differences, the open label extension had no comparator arm.

The Panel noted that according to the prescribing information, Feraccru should not be used in patients with IBD flare, IBD patients with Hb < 9.5g/dl or children. The Panel further noted that there was no data on the use of Feraccru in pregnant women and as a precautionary measure, it was preferable to avoid its use during pregnancy. Similarly, although ferric maltol was not available systemically and so was unlikely to pass into the mother's milk, as there were no clinical studies available to date it was preferable to avoid the use of Feraccru during breast-feeding.

The Panel did not consider that the claim in question 'a safety profile comparable to placebo' was misleading on the narrow ground alleged; that it was not suitable for certain patient groups. The advertisement made the licensed indication and patient population clear. No breach of Clause 7.2 was ruled.

Given its rulings above the Panel did not consider that the company had failed to maintain high standards or that it had risked patient safety on the narrow ground alleged nor had it brought discredit to or reduced confidence in the pharmaceutical industry. No breach of Clauses 9.1 and 2 was ruled.

Complaint received **21 September 2016**

Case completed **10 November 2016**