CASE AUTH/2889/11/16

EX-EMPLOYEE v ASTRAZENECA

Websites

An ex-employee of AstraZeneca UK, complained about a number of AstraZeneca's websites.

The detailed response from AstraZeneca is given below.

With regard to a Brilique (ticagrelor) website, the complainant stated that choosing the option of being a health professional led to a website that did not have the prescribing information available. The link at the base of the page was only to the patient information leaflet.

The Brilique.co.uk website was aimed at patients who had already been prescribed Brilique. The Panel noted that when accessing the website the user was presented with a screen and asked to choose from a number of options in order to be directed to the appropriate page. The Panel noted that the first page pf the site following confirmation of the reader as a health professional referred to the licensed indication of Brilique. In the Panel's view, health professionals directed to view the webpage should, from the same webpage, have access to the prescribing information. The Panel noted AstraZeneca's submission that the link to the Brilique prescribing information which appeared at the bottom of the webpage did not work and the patient information leaflet was provided instead. A breach of the Code was ruled. The Panel noted that although the link did not work there was a clear statement as to where the prescribing information should be found. The Panel therefore ruled no breach of the Code.

The complainant referred to AstraZeneca's simply4doctors website which encompassed many different products in different therapy areas. Given the number of concerns, the complainant addressed this website section by section.

In the cardiovascular section the complainant referred to a table of data comparing rosuvastatin (Crestor) with simvastatin and atorvastatin. The table was headed 'Unlike some statins, Crestor (rosuvastatin) has a low potential for interactions mediated via the cytochrome P450 3A4 pathway'. The complainant alleged that as pravastatin and fluvastatin were not included, the table was not a balanced comparison of statins in the UK. Pravastatin and fluvastatin were also omitted from another page headed 'Predicting statin related muscle ache'.

The complainant further noted that the page headed 'HCP [healthcare professional] information' had a link to a slide set entitled 'Acute Coronary Syndrome Disease [ACSD] & Diagnosis' which was dangerously misleading. This was probably because the slides had not been reviewed since being signed off in 2014. If the guidance was to be followed, patients would cease treatment after 12 months when current evidence now displayed benefit to 3 years. The front of the document did not state where the prescribing information could be found and the prescribing information was from 2014 and several significant changes had happened since then. This, along with the inaccuracies in the clinical content appeared to indicate that the slides had not been updated.

The muscle symptom checklist, available via a link on the same page, was described as an item for doctors to give to patients which would be a medical or educational good or service, but had prescribing information on the final page which was out-of-date, as above.

The Panel noted AstraZeneca's submission that it had compared Crestor with simvastatin and atorvastatin as they were the most commonly prescribed statins in the UK. Whilst the Panel considered that this was a reasonable basis for selection, the data provided showed that more units of pravastatin were prescribed each month than Crestor.

The Panel noted that Crestor, which was neither an inhibitor nor an inducer of P450 isoenzymes, had been compared with two statins (simvastatin and atorvastatin) which did interact with P450 3A4. Pravastatin, however, was not metabolized to a clinically significant extent by the cytochrome P450 system. If pravastatin had been included in the table of data it would have shown a profile similar to that of Crestor and with less interactions than with either simvastatin or atorvastatin.

Given AstraZeneca's submission about the basis of the selection the Panel considered that it was disingenuous of AstraZeneca to omit pravastatin from the table at issue considering it was more commonly prescribed than Crestor. The Panel considered that the table together with the claim that 'Unlike some statins, Crestor (rosuvastatin) has a low potential for interactions mediated via the cytochrome P450 3A4 pathway' was unbalanced and misleading as alleged and a breaches of the Code were ruled.

The Panel noted that Crestor, simvastatin and atorvastatin were also compared in a table on a separate page of the website with regard to the risk of statin related muscle ache beneath the claim 'choice of statin is relevant'. The table included the typical dose range and whether the statin was CYP3A4 metabolised or whether it was fat soluble. The Panel noted the reason for selecting the comparators as above. The Panel further noted that if pravastatin had been included in the table its profile would have been very similar to that of Crestor. The Panel considered that the claim 'Choice of statin is relevant', implied that the three statins listed were

the only ones to consider choosing which was not so; further the omission of pravastatin meant that the table was unbalanced and misleading. The Panel ruled breaches of the Code.

The Panel noted that the Brilique prescribing information included in the ACSD slide set was dated July 2014 and that the Brilique SPC was updated in February 2016 to include the 60mg dose. The Panel noted AstraZeneca's submission that the slide set was specific to the 90mg dose. The Code stated that at least one authorized indication for use had to be given and this had been done. The Panel considered that although the prescribing information in the slide set did not refer to the 60mg dose, prescribers had, nonetheless been provided with the appropriate prescribing information consistent with the content of the slides. No breach of the Code was ruled.

The Panel noted that the slide set was described as a therapy area presentation covering the diagnosis and treatment of ACS. The Panel noted that the first slide had a clear reference to the prescribing and adverse event reporting information and the Panel therefore ruled no breach of the Code.

The Panel noted the complainant's allegation that the slide set was dangerously misleading as it advised that patients should cease treatment after 12 months whereas current guidelines displayed benefit up to three years. The Panel noted that a slide entitled 'NICE Guidance' stated that [Brilique] in combination with low-dose aspirin was recommended for up to 12 months as a treatment option in adults with ACS. The Panel noted that the SPC stated that treatment with Brilique 90mg was recommended for 12 months in ACS patients unless discontinuation was clinically indicated which according to AstraZeneca's submission was referred to in the NICE guidelines which had not been updated since the slide set was certified; these guidelines had not been provided. The Panel noted AstraZeneca's submission that only Brilique 60mg was licensed for use for longer than 12 months and only in a sub-population of patients that was not referred to in the presentation. The Panel did not consider that the complainant had provided evidence to support his/her allegation that the slide set was misleading with regard to the recommended duration of treatment with Brilique and the Panel ruled no breach of the Code.

The Panel noted that the slides were reviewed and approved by AstraZeneca on 6 January 2015 which meant that as long as the content remained up-to-date, the slides did not need to be recertified until 5 January 2017. The Panel noted that the complaint was received in November 2016 and thus it ruled no breach of the Code.

The Panel noted its rulings above with regard to the slide set and did not consider that AstraZeneca had failed to maintain high standards. No breach of the Code was ruled.

The Panel noted the complainant's allegation that the Crestor prescribing information on the muscle symptom checklist was out-of-date. The Panel noted AstraZeneca's submission that the prescribing information dated March 2015 was up-to-date as the last SPC change to Section 5.2 on 21 February 2016 did not affect it. The Panel ruled no breach of the Code.

The Panel noted the complainant's allegation that he/she could not access the Brilique prescribing information via the links provided on the support resources for health professional's webpage of the website. In the Panel's view, this part of the website was promotional and the prescribing information should have been provided by way of a clear and prominent, direct, single click link. The Panel noted AstraZeneca's submission that the link to the prescribing information which appeared on the webpage did not work. The Panel therefore ruled a breach of the Code.

The Panel noted that although the link did not work, it was clear as to where the prescribing information should be found. The Panel therefore ruled no breach of the Code.

The complainant noted that 'Focus' magazines available to download from the respiratory section of the simply4doctors website were intended to help nurses support treatment of patients and were separate, self-contained items. The complainant listed a number of concerns.

The Panel noted that the complainant was concerned that the Focus magazines were available to download from a promotional site and no prescribing information was provided and company specific items mentioned in certain issues were unfair and unbalanced. The complainant further alleged that the magazines dated back to 2012 and was concerned that they had not been appropriately recertified.

The Panel disagreed with AstraZeneca's submission that the magazines were non-promotional, given that they were provided to the sales force to distribute to health professionals; they mentioned AstraZeneca products and contained links to demonstrate the use of AstraZeneca inhalers which took the user to pages on the website where prescribing information was available. The magazines also directed readers to the promotional website if they had any queries on AstraZeneca products. In the Panel's view each copy of the magazine, where reference was made to an AstraZeneca medicine or device, had to standalone as promotional material.

The Panel noted that Issue 9 (Winter 2015/2016) of the Focus magazine referred to Turbohaler and Genuair and in that regard AstraZeneca had submitted that links were provided to the Symbicort/Genuair promotional pages on the website where prescribing information was available. AstraZeneca provided a number of medicines in a Turbohaler – a device specific to the company. Noting its comments above, the Panel considered that prescribing information for at least one medicine to be used with the Turbohaler and for Genuair should have been included in the Winter 2015/2016 issue of the Focus magazine and a breach of the Code was ruled.

The Panel noted that the Code required that promotional material on the Internet must contain a clear prominent statement as to where the prescribing information could be found. The Panel noted that the Winter 2015/2016 Focus magazine did not include such a statement. The Panel therefore ruled a breach of the Code.

The Panel noted that the complainant had referred to company specific items in some of the magazines which failed to be fair and balanced. The complainant had not provided any evidence to support why the items he/she referred to were not fair or balanced. The Panel therefore ruled no breach of the Code.

The Panel noted AstraZeneca's submission that issues of the Focus magazine remained on the website indefinitely and were recertified within two years of their previous date of certification. The Panel noted AstraZeneca's submission that the signatories had signed in accordance with the Approval of Materials/Activities for Certification or Examination SOP which clearly stated that they 'confirm in their belief that the item is in accordance with the relevant advertising regulations and the ABPI Code of Practice, consistent with the marketing authorisation, the [SPC] and is a fair and truthful representation of the facts about the medicine', although the certificates themselves did not state this but merely included an approval date.

The Panel ruled no breaches of the Code in relation to Issues 3 and 4 of Focus magazine as they had been re-approved within two years.

The Panel noted the complainant's concern that the talking type 2 website was prepared in October 2014 and needed to be reviewed to ensure it had been recertified. The Panel noted AstraZeneca's submission that different sections of different websites were prepared and certified at different times; the earliest date of preparation being October 2014 for the above website. The earliest date of certification was however 14 January 2015. Thus no part of the website required recertification when it was taken down on 17 November 2016. The Panel therefore ruled no breach of the Code.

Overall, the complainant concluded that the number of errors and omissions, some of which could impact on patient safety, hardly gave health professionals confidence in the industry. However, the complainant stated it was not his/her place to judge, merely to raise concerns to the PMCPA.

The Panel noted its rulings above and considered that AstraZeneca had failed to maintain high standards with regard to the misleading statin comparison and the lack of prescribing information being provided when required in the Focus magazines. A breach of the Code was ruled. The Panel did not consider that the circumstances warranted a ruling of a breach of Clause 2 which was used as a sign of particular censure and reserved for such use. No breach of Clause 2 was ruled.

The complainant, an ex-employee of AstraZeneca UK Limited, complained about a number of the company's websites. The case preparation manager printed the website pages referred to by the complainant and provided them to AstraZeneca.

A Brilique website

Brilique (ticagrelor), co-administered with acetylsalicylic acid, was indicated for the prevention of artherothrombotic events in at risk adults.

COMPLAINT

The complainant stated that choosing the option of being a health professional led to a website that did not have the prescribing information available. Clicking on the link at the base of the page only linked to a page with the patient information leaflet.

In writing to AstraZeneca, attention was drawn to the requirements of Clauses 4.1 and 4.6 of the Code.

RESPONSE

AstraZeneca submitted that the website was clearly designed for patients. To access the website, users had to declare whether they were a 'Patient Prescribed Brilique' or a 'Health Care Professional'. The website did not contain any promotional material for health professionals so if users clicked that they were a 'Health Care Professional' the only difference on the site was the offer of prescribing information both at the bottom of the screen and in a banner. That link however, did not work and instead the patient information leaflet was offered. AstraZeneca apologised for the confusion and had taken the website down until the issue could be rectified.

As the absence of promotional material did not therefore require the inclusion of a link to the prescribing information, AstraZeneca submitted that there was no breach of Clauses 4.1 or 4.6.

In response to a request for further information AstraZeneca provided a copy of the current Brilique summary of product characteristics (SPC).

PANEL RULING

The Panel noted AstraZeneca's submission that the Brilique website was aimed at patients who had already been prescribed it; in that regard prescribing information was not required. The Panel noted, however, that this was not the subject of the complaint. The Panel noted that when accessing the website the user was presented with a number of options in order to be directed to the appropriate page. The Panel noted that the first page of the site following confirmation of the identity of the reader as a UK health professional referred to the licensed indication of Brilique. The Panel noted that it had not been provided with a copy of the material provided on the rest of the website. In the Panel's view, health professionals directed to view this webpage should, from the same webpage, have access to the prescribing information. The Panel noted AstraZeneca's submission that the link to

the prescribing information which appeared at the bottom of the webpage did not work and the patient information leaflet was provided instead. The Panel therefore ruled a breach of Clause 4.1.

The Panel noted that Clause 4.6 required that promotional material on the Internet must contain a clear prominent statement as to where the prescribing information could be found. The Panel did not agree with AstraZeneca's submission that the webpage did not require the inclusion of a link to the prescribing information due to the absence of promotional material and noted its comments and ruling above in this regard. The Panel noted that although the link did not work as noted above, there was a clear statement as to where the prescribing information should be found. The Panel therefore ruled no breach of Clause 4.6.

B Simply4doctors website

The complainant stated that this was a rather large website encompassing many different products in different therapy areas. It appeared evident that different sections and pieces had been signed off at different times, possibly by different people. Given the number of concerns, the complainant addressed this website section by section.

1 Cardiovascular

COMPLAINT

The complainant referred to a table of data comparing rosuvastatin (Crestor, marketed by AstraZeneca) with simvastatin and atorvastatin. The table was headed 'Unlike some statins, Crestor (rosuvastatin) has a low potential for interactions mediated via the cytochrome P450 3A4 pathway'. The complainant alleged that as pravastatin and fluvastatin were not included, the table was not a balanced comparison of statin options in the UK. Pravastatin and fluvastatin were also omitted from another page headed 'Predicting statin related muscle ache'.

The complainant further noted that the page headed 'HCP [healthcare professional] information' had a link to a slide set entitled 'Acute Coronary Syndrome Disease [ACSD] & Diagnosis' which was dangerously misleading. This was probably because the slides had not been reviewed since being signed off in 2014. If the guidance was to be followed, patients would cease treatment before what was indicated by the current guidelines – discontinuing after 12 months when current evidence now displayed benefit to 3 years.

The front of the document did not state where the prescribing information could be found and the prescribing information was from 2014 when several significant changes had been undertaken in the [interceding] 2 years. This, along with the inaccuracies in the clinical content appeared to indicate that the slides had not been updated.

The muscle symptom checklist, also available via a link on the same page, was described as an item for doctors to give to patients which would be a medical or educational good or service (MEGS), but had prescribing information on the final page. Most concerning of all was that this prescribing information was out-of-date, as above.

The complainant submitted that he/she was unable to review the prescribing information for Brilique as each time a link was provided the file was not found.

In writing to AstraZeneca attention was drawn to the requirements of Clauses 4.1, 4.6, 7.2, 7.3, 9.1, 14.5, 26.1 and 26.2.

RESPONSE

With regard to the comparison of statins, AstraZeneca stated that the website was intended for health professionals only and clear disclaimers were present. The cardiovascular section included a table of three statins (rosuvastatin, simvastatin and atorvastatin). Simvastatin and atorvastatin were chosen as comparators because they were the most commonly prescribed statins in the UK. The associated claim alongside this table stated 'Unlike some statins'. As there was no intent and no impression of a comparison with all available statins but only some statins, AstraZeneca submitted that this was neither a misleading claim nor misleading comparison and therefore there was no breach of Clauses 7.2 or 7.3.

With respect to the table that compared muscle ache, the associated claim alongside this table stated 'Choice of statin is relevant'. AstraZeneca accepted that whilst it was not the intent, some readers might assume that this referred to all available statins. AstraZeneca therefore accepted a breach of Clause 7.2 and 7.3.

AstraZeneca submitted that the presentation 'Acute Coronary Syndrome Disease & Diagnosis' in the health professional section was certified in December 2014 for use on the website from 2015. It was clear on the first slide as to where the prescribing information might be found and the prescribing information was available at the end of the presentation. AstraZeneca thus denied a breach of Clauses 4.1 or 4.6. The promotional slides did not need to be recertified until December 2016, therefore there was no breach of Clause 14.5. In response to a request for further information, including copies of the certificates approving all of the relevant material, AstraZeneca provided a table of the job bags at issue and the accompanying electronic approval forms. The 'Acute Coronary Syndrome Disease & Diagnosis' presentation approval form gave 6 January 2015 as the date reviewed. AstraZeneca stated that the signatories were signing in accordance with the Approval of Materials/Activities for Certification or Examination standard operating procedure (SOP) which clearly stated that they 'confirm in their belief that the item is in accordance with the relevant advertising regulations and the ABPI Code of Practice, consistent with the marketing authorisation, the SPC and is a fair and truthful representation of the facts about the medicine'.

AstraZeneca explained that the Brilique SPC was updated in February 2016 to include the 60mg dose. Other promotional material for Brilique was recalled when the prescribing information was updated but unfortunately this slide set was overlooked. However, the slides did not discuss the use of the 60mg dose and were specifically about the 90mg dose of Brilique. The complainant alleged that the slides were not accurate, in that patients might cease treatment before current timelines indicated. The National Institute for Health and Care Excellence (NICE) guidelines referred to within the slides were still current and had not been updated since this slide set was certified. These guidelines were clear that treatment with ticagrelor 90mg, clopidogrel or prasugrel should only be for 12 months which was consistent with their respective licences. Only ticagrelor 60mg was licensed for use longer than 12 months and this was only in a sub-population of patients, not all of those with acute coronary syndrome (ACS) which the slide set discussed. AstraZeneca thus denied breaches of Clauses 7.2 or 9.1.

AstraZeneca stated that the muscle symptom checklist was prepared in March 2015 and was distributed to health professionals to use with patients. The item clearly stated that: 'This is intended for Healthcare Professionals to give to Patients'. Guidance within the document stated 'The Muscle Symptom Checklist is short, self-explanatory and can be completed by the patient without your input. You could give a copy of the questionnaire when reviewing a patient on a statin to fill out before or during the consultation'. The page containing the checklist was visually separated from the other guidance pages in that its layout was separate, the format was different and the page was clearly headed 'Muscle Symptom Checklist'.

AstraZeneca submitted that it would be clear to a health professional that only a copy of the checklist page should be printed and given to patients.

AstraZeneca stated that the muscle symptom checklist was educational material for patients and the public and was certified as such. As only the tear-off checklists were handed to the patients, the prescribing information was never visible to them. AstraZeneca thus denied a breach of Clauses 26.1 or 26.2. The item might be viewed by health professionals who visited this website. As the checklist might be considered in the context of Crestor, AstraZeneca included prescribing information on the back page. This prescribing information (March 2015) was still accurate and up-to-date as the last SPC change (February 2016) did not affect the prescribing information. Therefore AstraZeneca submitted it was not a breach of Clause 4.1.

In response to a request for further information AstraZeneca stated that an approval for a revised Crestor SPC was granted on 21 February 2016 and the updates related to Section 5.2 Special populations, age and sex.

AstraZeneca stated that the link to Brilique prescribing information, referred to by the complainant, had been unavailable since February 2016 when it was updated to include the 60mg dose. All of the other prescribing information links on this website were still correct. When the Brilique prescribing information was updated, the relevant SOP was followed and the updated prescribing information loaded into the sharepoint site 'Medical Repository for Marketing'. AstraZeneca was still trying to establish what led to the link being broken. The whole website had been taken down while this issue was resolved.

The Brilique pages had been down since February 2016 to allow them to be revised and updated. Therefore as the site did not contain any promotional material for Brilique, prescribing information did not need to be included. Therefore AstraZeneca submitted that there was no breach of Clauses 4.1 or 4.6.

PANEL RULING

Statin comparison: The Panel noted the complainant's concern that the table comparing AstraZeneca's medicine Crestor with simvastatin and atorvastatin with regard to interactions was not balanced as it omitted pravastatin and fluvastatin. The Panel noted AstraZeneca's submission that simvastatin and atorvastatin were chosen as they were the most commonly prescribed statins in the UK according to the data provided. The Panel considered that a reasonable basis for selection might be the most commonly prescribed statins compared with Crestor. In that regard, however the IMS data provided showed that more units of pravastatin were prescribed each month than Crestor.

The Panel noted that AstraZeneca had compared its product Crestor, which was neither an inhibitor nor an inducer of P450 isoenzymes, with two statins (simvastatin and atorvastatin) which did interact with P450 3A4. Pravastatin, however, was not metabolized to a clinically significant extent by the cytochrome P450 system. If pravastatin had been included in the table of data it would have shown a profile similar to that of Crestor and with less interactions than with either simvastatin or atorvastatin.

Given AstraZeneca's submission about the basis of the selection the Panel considered that it was disingenuous of AstraZeneca to omit pravastatin from the table at issue considering it was more commonly prescribed than Crestor. The Panel considered that the table together with the claim that 'Unlike some statins, Crestor (rosuvastatin) has a low potential for interactions mediated via the cytochrome P450 3A4 pathway' was unbalanced and misleading as alleged and a breach of Clauses 7.2 and 7.3 were ruled.

The Panel noted that Crestor, simvastatin and atorvastatin were also compared in a table on a separate page of the website with regard to the risk of statin related muscle ache beneath the claim 'choice of statin is relevant'. The table included the typical dose range and whether or not the statin was CYP3A4 metabolised or whether it was fat soluble. The Panel noted the reason for selecting

the comparators as above. The Panel further noted that if pravastatin had been included in the table its profile would have been very similar to that of Crestor. The Panel considered that the claim which appeared above the table 'Choice of statin is relevant' implied that the three statins listed were the only statins to consider choosing which was not so; further the omission of pravastatin meant that the table was unbalanced and misleading. The Panel ruled a breach of Clauses 7.2 and 7.3.

ACSD slides: The Panel noted that Clause 4.1 of the Code required the prescribing information listed in Clause 4.2 to be provided in a clear and legible manner. Clause 4.2 stated the prescribing information consisted of, *inter alia*, a succinct statement of the information in the SPC relating to the dosage and method of use relevant to the indications in the advertisement. The Panel noted that the Brilique prescribing information included in the slide presentation was dated July 2014.

The Panel noted AstraZeneca's submission that the Brilique SPC was updated in February 2016 to include the 60mg dose and whilst other promotional material was recalled and updated, the acute coronary syndrome slide set was overlooked. The Panel noted AstraZeneca's submission that the slides were specific to the 90mg dose. The Panel noted that the Brilique SPC stated that for acute coronary syndromes, the topic of the slide set and the prescribing information at issue, Brilique treatment should be initiated with a single 180mg loading dose (two tablets of 90mg) and then continued at 90mg twice daily. Brilique 60mg twice daily was the recommended dose when an extended treatment was required for patients with a history of myocardial infarction of at least one year and a high risk of an atherothrombotic event. The slide detailing relevant NICE guidance did refer to myocardial infarction in relation to clopidogrel and Brilique but not the relevant subset of patients for which Brilique 60mg twice daily was recommended. Clause 4.2 also stated that at least one authorized indication for use had to be given and this had been done. The Panel considered that although the prescribing information in the slide set did not refer to the 60mg dose, prescribers had, nonetheless been provided with the appropriate prescribing information consistent with the content of the slides. No breach of Clause 4.1 was thus ruled.

The Panel noted that Clause 4.6 required promotional material on the internet to contain a clear prominent statement as to where the prescribing information could be found. The Panel noted that the 'Acute Coronary Syndrome Disease & Diagnosis' slide set was available on the support section of AstraZeneca's simply4doctors website. The slide set was described as a therapy area presentation covering the diagnosis and treatment of ACS. The Panel noted that the first slide stated 'Prescribing and Adverse Event reporting information is available at the end of the presentation' and the prescribing information as discussed above was provided at the end of the presentation. The Panel therefore ruled no breach of Clause 4.6.

The Panel noted the complainant's concern that the prescribing information on the final page of the presentation was from 2014 and had not been updated despite significant changes in the intervening two years, and that that together with the inaccurate clinical content, indicated that the presentation had not been updated. The Panel noted its ruling of no breach regarding the alleged failure to update the prescribing information above.

The Panel noted the complainant's allegation that the slide set was dangerously misleading as it advised that patients should cease treatment after 12 months whereas current guidelines displayed benefit up to three years. The Panel noted that a slide entitled 'NICE Guidance' stated that [Brilique] in combination with low-dose aspirin was recommended for up to 12 months as a treatment option in adults with ACS. The Panel noted that the SPC stated that treatment with Brilique 90mg was recommended for 12 months in ACS patients unless discontinuation was clinically indicated which according to AstraZeneca's submission was referred to in the NICE guidelines which had not been updated since the slide set was certified; these guidelines had not been provided. The Panel noted AstraZeneca's submission that only Brilique 60mg was licensed for use for longer than 12 months and only in a sub-population of patients that was not referred to in the presentation. The Panel did not consider that the complainant had provided evidence to support his/her allegation that the slide set was misleading with regard to the recommended duration of treatment with Brilique and the Panel ruled no breach of Clause 7.2.

The Panel further noted that Clause 14.5 required that material which was still in use be recertified at intervals of no more than two years to ensure that it continued to conform with the relevant regulations relating to advertising and the Code. The Panel noted AstraZeneca's submission that the slides were certified in December 2014 and did therefore not need to be recertified until December 2016. The certificate provided by AstraZeneca listed 6 January 2015 as the date the slides were reviewed and approved which meant that as long as the content remained up-to-date, the slides did not need to be recertified until 5 January 2017. The Panel noted that the complaint was received in November 2016 and thus it ruled no breach of Clause 14.5.

The Panel noted its rulings above with regard to the slide set and did not consider that AstraZeneca had failed to maintain high standards. No breach of Clause 9.1 was ruled.

Muscle symptom checklist: The Panel noted the complainant's narrow allegation that the muscle symptom checklist which was described as an item for doctors which would be a medical and educational goods and services (MEGS), contained prescribing information and that the prescribing information was out-of-date. The Panel noted that the case preparation manager had asked AstraZeneca to bear in mind the requirements of Clauses 26.1 and 26.2 in relation to this matter. The Panel did not consider that Clause 26.1 and 26.2 were relevant within the context of the narrow allegation and made no rulings in that regard.

The Panel noted the complainant's allegation that the Crestor prescribing information was out-of-date. The Panel noted AstraZeneca's submission that the prescribing information dated March 2015 was up-to-date as the last SPC change on 21 February 2016 did not affect it; the changes were to Section 5.2 with regard to special populations, age and sex. The complainant had provided no evidence that the prescribing information should have been updated since March 2015 and the Panel therefore ruled no breach of Clause 4.1.

Link to Brilique prescribing information: The Panel noted the complainant's allegation that he/she could not access the Brilique prescribing information via the links provided. The Panel noted that a link to the Brilique prescribing information appeared on the support resources for health professional's webpage of the website. This page included the 'Acute Coronary Syndrome Disease & Diagnosis' presentation which was described as a therapy area presentation covering the diagnosis and treatment of ACS. The presentation discussed Brilique, contained prescribing information and in the Panel's view was promotional. In the Panel's view, this part of the website was promotional and the prescribing information should have been provided by way of a clear and prominent, direct, single click link. The Panel noted AstraZeneca's submission that the link to the prescribing information which appeared on the webpage did not work. The Panel therefore ruled a breach of Clause 4.1.

The Panel noted that Clause 4.6 required that promotional material on the Internet must contain a clear prominent statement as to where the prescribing information could be found. The Panel did not agree with AstraZeneca's submission that the site did not require the inclusion of a link to the prescribing information due to the absence of promotional material. The Panel noted that although the link did not work as noted above, it was clear as to where the prescribing information should be found. The Panel therefore ruled no breach of Clause 4.6.

2 Respiratory

COMPLAINT

The complainant noted that 'Focus' magazines were available with a link to download them from the website. These were intended to help nurses support treatment of patients and were separate, self-contained items.

The complainant listed concerns with these items:

a) Who were the items for? Were they for the nurses to read, or to be given to the patients themselves as support?
b) The items were downloadable from a promotional site but had no prescribing information. Were they promotional items or not?
c) There were company specific items in some of the magazines which failed to be fair and balanced.
d) There was instruction to use both the Genuair and Turbohaler (issue 9, Winter 2015/16) and a leaflet on the Turbohaler was offered.
e) In issue 10 Spring 2016, Turbohaler was again offered.
f) In issue 11, Summer 2016, a video for Genuair was again mentioned and Symbicort was named by brand.
g) Given the ambiguity relating to the physical items, who distributed them and to whom – patients on treatment or health professionals – and was this undertaken promotionally or to educate?
h) The items dated back to 2012. Had they been re-examined/certified as appropriate – The complainant was not clear which category they had been placed in?

RESPONSE

AstraZeneca submitted that the Focus magazines could only be accessed after a user declared that they were a health professional; they were intended for nurses to help support the treatment of patients. The magazines sat on the 'support' section of the website and not in the branded sections. The content of the items was clearly directed to nurses to support them in their treatment of patients. Therefore these were non-promotional items and did not require prescribing information. AstraZeneca denied breaches of Clauses 4.1 and 4.6.

Issue 9 mentioned the Turbohaler, as noted by the complainant, but only in the context of how to use the devices. These items were also provided to the sales force to distribute to their customers with one copy per customer allowed; they were not intended to be given to patients.

The items contained links for patients to demonstrate to them how to use their inhalers. Clicking on these links took the user to the Symbicort/Genuair pages of the website where prescribing information was available. The user would have been clear that they were being directed from non-promotional material to a promotional website. Therefore AstraZeneca submitted there was no breach of Clause 7.2.

The first issue of Focus was in Autumn 2012 and the date of preparation for the website was November 2013. However, all the links within the digital issues linked to current pages within the website.

In response to a request for further information AstraZeneca provided details of Issues 3 and 4 of the Focus magazine together with their accompanying certificates. AstraZeneca stated that the signatories had signed in accordance with the Approval of Materials/Activities for Certification or Examination SOP which clearly stated that they 'confirm in their belief that the item is in accordance with the relevant advertising regulations and the ABPI Code of Practice, consistent with the marketing authorisation, the [SPC] and is a fair and truthful representation of the facts about the medicine'.

AstraZeneca submitted that Issue 3 was approved using an approval system that required separate and distinct approval identities for the two signatories ie one for the marketing signatory and one for the medical signatory. AstraZeneca explained that issues of the Focus magazine remained on the website indefinitely and were recertified within

two years of their previous date of certification in accordance with Clause 14.5.

PANEL RULING

The Panel noted the complainant's concerns regarding Focus magazines available on AstraZeneca's website. The complainant was concerned that the magazines were available to download from a promotional site and no prescribing information was provided and company specific items mentioned in certain issues were unfair and unbalanced. The complainant further alleged that the magazines dated back to 2012 and was concerned that they had not been appropriately recertified.

The Panel disagreed with AstraZeneca's submission that the magazines were non-promotional, given that they were provided to the sales force to distribute to health professionals, and mentioned AstraZeneca products and contained links to demonstrate the use of AstraZeneca inhalers which took the user to pages on the website where prescribing information was available. The magazines also directed readers to the promotional website if they had any queries on AstraZeneca products. In the Panel's view each copy of the magazine, where reference was made to an AstraZeneca medicine or device, had to standalone as promotional material.

The Panel noted that Issue 9 (Winter 2015/2016) of the Focus magazine referred to Turbohaler and Genuair and in that regard AstraZeneca had submitted that links were provided to the Symbicort/Genuair promotional pages on the website where prescribing information was available. AstraZeneca provided a number of medicines in a Turbohaler – a device specific to the company. The Panel noted that the supplementary information to Clause 4.1, Advertisements for Devices, stated that where an advertisement related to the merits of a device used for administering medicines, such as an inhaler, which was supplied containing a variety of medicines, the prescribing information for one only need be given if the advertisement made no reference to any particular medicine. Full prescribing information must, however, be included in relation to each particular medicine referred to. Noting its comments above, the Panel considered that prescribing information for at least one medicine to be used with the Turbohaler and for Genuair should have been included in the Winter 2015/2016 issue of the Focus magazine and a breach of Clause 4.1 was ruled.

The Panel noted that Clause 4.6 required that promotional material on the Internet must contain a clear prominent statement as to where the prescribing information could be found. The Panel noted that the Winter 2015/2016 Focus magazine did not include such a statement. The Panel therefore ruled a breach of Clause 4.6.

The Panel noted that all complainants had the burden of proving their complaint on the balance of probabilities. All complaints were judged on the evidence provided by the parties. The Panel noted that in this case the complainant had referred to company specific items in some of the magazines which failed to be fair and balanced. The complainant had not provided any evidence to support why the items he/she referred to were not fair or balanced. The Panel therefore ruled no breach of Clause 7.2.

The Panel noted AstraZeneca's submission that issues of the Focus magazine remained on the website indefinitely and were recertified within two years of their previous date of certification. The Panel noted AstraZeneca's submission that the signatories had signed in accordance with the Approval of Materials/Activities for Certification or Examination SOP which clearly stated that they 'confirm in their belief that the item is in accordance with the relevant advertising regulations and the ABPI Code of Practice, consistent with the marketing authorisation, the [SPC] and is a fair and truthful representation of the facts about the medicine', although the certificates themselves did not state this but merely included an approval date.

The Panel noted that it appeared from the certificates that Issue 3 of Focus magazine (Spring 2013) was first approved on 15 March 2013 and was then re-approved on 2 March 2015 which meant that re-approval was not required until 1 March 2017. The Panel noted the complaint was received in November 2016 and thus ruled no breach of Clause 14.5.

The Panel noted that it appeared from the certificates that Issue 4 of Focus magazine (Autumn 2013) was first approved on 16 September 2013 and was then re-approved on 11 August 2015 which meant that re-approval was not required until 10 August 2017. The Panel noted the complaint was received in November 2016 and thus ruled no breach of Clause 14.5.

C Talking type 2 website

COMPLAINT

The complainant noted that a page on this website stated it was prepared in October 2014. As with the above websites, this needed to be examined to ensure it had been reviewed and re-certified, given the many examples above where this had not occurred.

In writing to AstraZeneca attention was drawn to the requirements of Clause 14.5.

RESPONSE

AstraZeneca stated that the website was intended for patients and the public. It was taken down on 17 November (the day before the complaint was received) so that some of the pages in the patient section could be recertified. The public section referred to by the complainant was prepared in October 2014 and first certified in January 2015 and so was still current at the time of the complaint. In addition there was no product information on the public section. If a user was a declared health professional, they were redirected to the relevant pages within the simply4doctors website.

AstraZeneca submitted that the different sections of the website were certified at different times. The earliest date of preparation for any section was October 2014. The earliest date of certification, however, was 14 January 2015. AstraZeneca noted that Clause 14.5 stated that certification remained valid for a period of two years and was therefore

valid when the website was taken down on 17 November 2016. AstraZeneca denied a breach of Clause 14.5.

PANEL RULING

The Panel noted the complainant's concern that the website was prepared in October 2014 and needed to be reviewed to ensure it had been recertified. The Panel noted AstraZeneca's submission that different sections of different websites were prepared and certified at different times; the earliest being October 2014 for the above website. The earliest date of certification was however 14 January 2015. Thus no part of the website required recertification when it was taken down on 17 November 2016. The Panel therefore ruled no breach of Clause 14.5.

D Overall

COMPLAINT

The complainant concluded that the number of errors and omissions, some of which could impact on patient safety, hardly gave health professionals confidence in the industry. However, the complainant stated it was not his/her place to judge, merely to raise concerns to the PMCPA.

In writing to AstraZeneca attention was drawn to the requirements of Clauses 9.1 and 2.

RESPONSE

AstraZeneca did not consider that high standards had not been maintained and therefore submitted that there was no breach of Clauses 9.1 or 2.

PANEL RULING

The Panel noted its rulings above and considered that AstraZeneca had failed to maintain high standards with regard to the misleading statin comparison and the lack of prescribing information being provided when required in the Focus magazines. A breach of Clause 9.1 was ruled. The Panel did not consider that the circumstances warranted a ruling of a breach of Clause 2 which was used as a sign of particular censure and reserved for such use. No breach of Clause 2 was ruled.

During the consideration of this case, the Panel were concerned to note that when asked for the copies of the certificates approving all of the materials listed in the table provided by AstraZeneca in its letter of 12 December, what was provided was electronic approval forms. The Panel noted AstraZeneca's submission that the reviewers listed on these forms were signing in accordance with the Approval of Materials/Activities for Certification or Examination SOP which clearly stated that they 'confirm in their belief that the item is in accordance with the relevant advertising regulations and the ABPI Code of Practice, consistent with the marketing authorisation, the [SPC] and is a fair and truthful representation of the facts about the medicine'. The Panel queried whether this satisfied the requirements of Clause 14.5 that the certificate itself must state the criteria against which the material had been approved. The Panel requested that AstraZeneca be advised of its concern in this regard.

Complaint received **18 November 2016**

Case completed **7 April 2017**