CASE AUTH/2350/8/10

VIFOR PHARMA v PHARMACOSMOS

Promotion of Monofer

Vifor Pharma complained about the promotion of Monofer (iron isomaltoside 1000 solution for injection/infusion) by Pharmacosmos A/S Denmark. At issue were an announcement published on Pharmacosmos.com and an advertisement published in the June 2010 edition of Transfusion Alternatives in Transfusion Medicine (TATM).

The announcement was headed 'Pharmacosmos establishes UK subsidiary' (though a merger with Vitaline Pharmaceuticals in the UK) and referred to the company's aspiration to provide patients and health professionals with best-in-class treatment for iron deficiency anaemia. The announcement went on to refer to the launch of Monofer.

Vifor explained that the Monofer Public Assessment Report (PAR) stated that the efficacy of Monofer was assessed by combining data from two prospective, open-label and non-comparative clinical studies to establish the safety profile of the product; efficacy was a secondary endpoint.

Vifor submitted that with 202 patients in two key studies that were primarily safety studies, 'best-in-class' could not be substantiated. Other products had significantly more clinical study data than Monofer and so Vifor considered that 'best-in-class' was misleading. Vifor claimed that Monofer was expected to have a similar safety profile to that of Cosmofer [marketed by Vitaline] which was used as a reference for the licensing of Monofer. Based on these efficacy and safety outcomes, Vifor submitted that Monofer did not qualify as best-in-class.

The Panel noted that the announcement was dated July 8 ie. 7 days after Pharmacosmos and Vitaline had merged to form Pharmacosmos UK. The announcement referred to the new company's business in the UK and to treatment options for patients with iron deficiency anaemia in the UK. It was stated that a key task for Pharmacosmos UK would be the launch of Monofer. The Panel thus considered that although issued by Pharmacosmos in Denmark, the press release was on that company's website and referred to Vitaline being a preferred partner in the UK. It also referred the availability of Monofer in the UK. In that regard, the Panel considered that the press release was within the scope of the Code.

The Panel noted that the press release stated that Pharmacosmos and Vitaline shared an aspiration to provide 'best-in-class treatment for iron deficiency anaemia' and later referred to Monofer as a treatment for iron deficiency anaemia. The Panel thus considered that, by inference, many readers would assume that Monofer was a 'best-in-class treatment'. The Panel did not consider that such a claim represented the balance of the evidence and a breach of the Code was ruled.

Vifor alleged that the SPC which was cited in support of the claim 'A novel treatment of iron deficiency anaemia' did not substantiate it. Vifor stated that Monofer was an iron/dextran complex (iron isomaltoside 1000) as a colloidal suspension. Vifor submitted that dextran treatment had been around for years and this did not constitute a novel treatment.

The Panel noted that injectable iron complexes had been previously available to treat iron deficiency anaemia. In that regard Monofer was not a novel treatment although its formulation had resulted in some practical benefits regarding dosage and administration. The Panel considered that the description of Monofer as 'a novel treatment' did not reflect the data. A breach of the Code was ruled.

Vifor alleged that the 'Possibility of full iron repletion in one, rapid visit for more patients' was a hanging comparison and was not substantiated. Of the 583 doses administered in the P-CKD-01 study only 44 were given as total dose infusions (TDIs). Nevertheless, 2 of those 44 doses had not been one-visit repletions as they had been split into two administrations. So the claim 'the possibility of full iron repletion in one, rapid visit for more patients' was misleading.

The Panel considered that the claim at issue was a hanging comparison as alleged as it did not state that with which Monofer was being compared. A breach of the Code was ruled.

The Panel noted that the claim referred to the possibility of one-visit repletions; it did not state that all patients would only need one visit. The Panel further noted that in the P-CKD-01 study, 38 patients out of 182 who entered the study, received an undivided total dose infusion. The reference to the 'possibility' of 'one, rapid visit' was not misleading as alleged. No breach of the Code was ruled.

Vifor submitted that the NATA journal had a significant UK distribution and the advertisement that appeared in June 2010 had not been signed off under the ABPI Code and did not include UK abbreviated prescribing information. A breach of Clause 1.1 was alleged.

The Panel noted that the advertisement appeared in June 2010 which predated the merger of Vitaline and Pharmacosmos. The Panel noted that Pharmacosmos stated that it accepted that the advertisement needed to comply with the UK ABPI Code and all future international advertisements would include a UK abbreviated SPC. Neither the absence of prescribing information nor incorrect prescribing information could be a breach of the clause alleged by Vifor. Thus the Panel ruled no breach of the Code.

Vifor alleged that the cavalier approach to the Code and the delayed response, and the apparent lack of seriousness with which Pharmacosmos/Vitaline seemed to have handled this matter, brought discredit upon, and reduced confidence in, the pharmaceutical industry in breach of Clause 2.

The Panel considered that although breaches of the Code had been ruled, the matters overall were not such as to warrant a ruling of a breach of Clause 2 of the Code which was reserved as a sign of particular censure.

Vifor Pharma UK Limited complained about the promotion of Monofer (iron isomaltoside 1000 solution for injection/infusion) by Pharmacosmos A/S Denmark. Inter-company dialogue via Vitaline Pharmaceuticals in the UK had failed to resolve the matter. Pharmacosmos and Vitaline merged on 1 July 2010. At issue were an announcement published on Pharmacosmos.com and an advertisement published in the June 2010 edition of Transfusion Alternatives in Transfusion Medicine (TATM), the journal of the Network for Advancement of Transfusion Alternatives (NATA). Vifor supplied Ferinject (iron carboxymaltose).

A Announcement on Pharmacosmos.com

The announcement was headed 'Pharmacosmos establishes UK subsidiary' and referred to this as an important step forward for the company [which was otherwise based in Denmark]. The announcement also referred to the company's aspiration to provide patients and health professionals with best-in-class treatment for iron deficiency anaemia. The announcement went on to refer to the launch of Monofer.

1 Claim 'best-in-class'

COMPLAINT

Vifor alleged that this claim was unsubstantiated in breach of Clause 7.2.

Vifor explained that the Monofer Public Assessment Report (PAR) highlighted that the efficacy of Monofer was assessed by combining data from two clinical studies (P-CKD-01 and P-CHF-01). The main purpose of the studies was to establish the safety profile of the product; efficacy was a secondary endpoint. Both studies were prospective, open-label and non-comparative.

In P-CKD-01 182 patients entered the trial and had at least one dose of Monofer and hence constituted the safety analysis set (intention to treat (ITT)).

P-CHF-01 study included 20 CHF patients with anaemia who needed parenteral iron due to either absolute or functional iron deficiency anaemia.

In the P-CKD-01 trial, an increase in all sample estimates ((haemoglobin (Hb), haematocrit, (Hct), transferrin saturation (TSAT), serum iron (s-iron) and serum ferritin (s-ferritin)) over time compared with baseline was indicated by the p-values. S-ferritin was significantly increased at all visits ($p < 0.0001$). Hct was not significantly increased at visit 3 but significantly increased at visits 4-6 ($p \leq 0.0026$). Hb was not significantly changed at visits 3-4 but was significantly increased at visit 5-6 ($p < 0.0001$).

The largest difference in change from baseline in Hb was observed at visit 6 (8 weeks after baseline) with a value of 3.9g/L (0.245mmol/L). TSAT was significantly increased at all visits ($p \leq 0.0220$). S-iron was significantly increased at visits 3-5 ($p \leq 0.0378$), but not at visit 6. At a glance, the efficacy estimates (Hb, Hct, TSAT, s-iron and s-ferritin) in the P-CHF-01 trial seemed to be increased to a higher extent at all visits compared with the P-CKD-01 trial. However, many of the results were non-significant and the increase in Hb of 3.9g/dl was not clinically significant.

Vifor submitted that with 202 patients in two key studies that were primarily safety studies, 'best-in-class' could not be substantiated. As other products had significantly more clinical study data than Monofer, Vifor considered that 'best-in-class' was misleading. Monofer studies were open-label and non-comparative. Vifor claimed that as Monofer was a low molecular weight dextran with 3-5 glucose units, it was expected to have a similar safety profile as outlined in the summary of product characteristics (SPC) for Cosmofer [marketed by Vitaline] which was used as a reference for licensing Monofer (ref PAR). Based on these efficacy and safety outcomes, Vifor submitted that Monofer did not qualify as best-in-class.

RESPONSE

Pharmacosmos stated that Vifor's references to the PAR for Monofer were not in accordance with it.

Monofer was not 'a low molecular weight dextran with 3-5 glucose units', but an iron carbohydrate complex, where iron was complexed with chemically modified isomaltooligosaccharides.

Monofer had been approved with a distinctly better safety and product profile than iron dextran, eg, Cosmofer and so Vifor's submission that it would be expected to have a similar safety profile as outlined in the SPC for Cosmofer was not correct.

Pharmacosmos further noted that Vifor's comments about the chemistry, the designation for the active

pharmaceutical ingredient, the safety and product profile and the basis for regulatory approval of iron isomaltoside 1000, needed to be addressed:

Vifor had described the chemistry of iron isomaltoside, the active ingredient in Monofer, as follows:

> 'As Monofer was a low molecular weight dextran with 3-5 glucose units, it was expected to have a similar safety profile as outlined in the SPC for Cosmofer which was used as a reference for licensing for Monofer'.

The statement was not quoted correctly as, for example, the phrase 'is a low molecular weight dextran with 3-5 glucose units' was not in the PAR nor was it scientifically correct.

The chemistry of Monofer was clearly described in the PAR which defined Monofer:

> 'The active substance is iron (III) isomaltoside 1000 …

and

> Isomaltoside 1000 consists predominantly of 3-5 glucose units and originates from a chemical modification of isomalto-oligosaccharides present in Dextran 1 Ph. Eur. For approved indications, see the Summary of Products Characteristics.'

Accordingly, iron isomaltoside 1000 was an iron complex with chemically modified isomalto-oligosaccharides thus Monofer was distinctly different from iron dextran eg, Cosmofer and from 'low molecular weight dextran'.

Pharmacosmos further noted that Monofer had been approved as being distinctly different from iron dextran eg Cosmofer and with an improved safety and product profile.

Vifor's statement above connected the incorrect expression 'low molecular weight dextran with 3-5 glucose units' and a text from the PAR taken out of context, ie 'similar safety profile as outlined in the SPC of Cosmofer'.

However, it was clear that Monofer was expected to have an improved safety profile compared with Cosmofer as in the following quotation from the PAR:

> 'IV.5 Clinical Safety
> Monofer is expected to have a similar safety profile as outlined in the summary of product characteristics (SmPC) for Cosmofer. However, based on earlier clinical experiences with low molecular weight dextran fractions the incidence of dextran anaphylactoid reactions is expected to be lower. Based on the assumption that Monofer has a lower potential for anaphylactic reactions it was suggested that a test dose injected of the product should not be given before the IV application of a bolus dose or TDI [total dose infusion] of Monfer.'

Furthermore, the PAR stated as quoted below, the rationale for developing Monofer, iron isomaltoside 1000 with a distinctly different product profile compared with iron dextran eg Cosmofer/Dexferrum.

> 'However, the potential for anaphylactic reactions has been a concern for the clinical use of in particular high molecular weight iron dextran [Dexferrum – marketed by Vifor and partners in the US] and a test dose is necessary according to the SmPC of Cosmofer, which is a low molecular weight iron dextran.
>
> The acute and long term toxic properties of iron gluconate and iron sucrose necessitate the development of new iron compounds with a comparable efficacy but a superior short and long term safety profile allowing fast administration of high doses. If possible, full iron repletion during one single total dose IV infusion with a short infusion time should be provided. Additionally, a compound where it is not necessary to provide a test dose is warranted.
>
> Dextran 1, the carbohydrate fraction used in the production of isomaltoside 1000, is indicated for the prevention of anaphylactic reactions to clinical dextran infusions for plasma volume expansion. The rationale for developing Monofer was that, theoretically, the risk for anaphylactic/anaphylactoid or delayed allergic reactions may be reduced with Monofer compared to marketed iron dextrans'.

The authorities concluded on the clinical aspects:

> 'The data from trial P-CKD-01 and P-CHF-01 are considered sufficient to support the efficacy and safety of Monofer in the treatment of iron deficiency anemia. … A possible potential for Monofer to cause anaphylactoid reactions, as known for other parental products, cannot be ruled out. This is sufficiently reflected in the SmPC.'
>
> 'However, based on the Applicant's responses and the study data, there is sufficient support for the proposed omission of the test dose and the recommendation of a shorter infusion time of 30-60 minutes. The SmPC has been amended with adequate warnings and instructions on precautions to ensure safe use of the product.'

Consequently, Monofer was accepted by the decentralised procedure in 22 EU countries and had so far been granted marketing authorizations in 17 including the UK with a distinctly different product and safety profile than iron dextran, eg Cosmofer as documented in the PAR:

- approved with a chemically distinct new

designation isomaltoside 1000 of the carbohydrate moiety
- approved as iron isomaltoside 1000 and not as iron dextran
- approved with an accepted new immunological profile
- approved without use of any test dose contrary to iron dextran preparations
- approved for faster injection compared to iron dextran
- approved for rapid infusion in 30-60 minutes in high doses contrary to iron dextran which is approved for slow 4-6 hours infusion.

Monofer was accepted and approved based on the submitted data on iron isomaltoside active pharmaceutical ingredient and on Monfer solution for injection and referencing other iron carbohydrates, including Cosmofer.

In conclusion, Vifor's references to Monfer were not in accordance with the PAR. It seemed that Vifor had tried to invalidate the content and conclusions of the PAR.

With regard to the claim 'best-in-class', Pharmacosmos noted that the statement appeared under the following heading on Pharmacosmos.com:

> 'Pharmacosmos establishes UK subsidiary July 8, 2010'.

Vifor quoted the words 'best-in-class' from the Pharmacosmos public company web site. The quotation was, however, taken out of context as shown below:

> 'We are truly delighted to announce this important step forward for Pharmacosmos. Vitaline Pharmaceuticals has always been our preferred partner in the UK, because we feel a strong, shared aspiration for providing patients and healthcare professionals with best-in-class treatment for iron deficiency,' says the President and CEO of Pharmacosmos.

The wording 'best-in-class' was made in the context of expressing a corporate aim or ambition, rather than a direct or implied description of a product. Consequently, Pharmacosmos believed that there was no breach of the Code. The comment was not specifically aimed at health professionals nor was it used in association with the promotion of Monofer.

Vifor's comments on the Monofer clinical studies referenced in the PAR were irrelevant as its argument was based upon a misinterpretation of the communication.

Pharmacosmos had, however, decided not to refer to this expression and it had changed its web-site communication.

PANEL RULING

The Panel noted that the announcement on Pharmacosmos.com stated that Pharmacosmos and Vitaline had merged. The announcement was dated July 8 ie 7 days after Pharmacosmos and Vitaline had merged to form Pharmacosmos UK. The announcement referred to the new company's business in the UK and to treatment options for patients with iron deficiency anaemia in the UK. It was stated that a key task for Pharmacosmos UK would be the launch of Monofer. The Panel thus considered that although issued by Pharmacosmos in Denmark, the press release was on that company's website and referred to Vitaline being a preferred partner in the UK. It also referred the availability of Monofer in the UK. In that regard, and in accordance with Clause 24.2, the Panel considered that the press release was within the scope of the Code.

The Panel noted that the press release stated that Pharmacosmos and Vitaline shared an aspiration to provide 'best-in-class treatment for iron deficiency anaemia'. The press release later referred to Monofer as a treatment for iron deficiency anaemia. The Panel thus considered that, by inference, many readers would assume that Monofer was a 'best-in-class treatment'. The Panel did not consider that such a claim represented the balance of the evidence and a breach of Clause 7.2 was ruled.

The Panel noted that, although not agreed during inter-company dialogue, Pharmacosmos had decided not to use the phrase 'best-in-class treatment' and it had changed the announcement on its website accordingly.

2 Claim 'A novel treatment of iron deficiency anaemia'

COMPLAINT

Vifor alleged that the SPC which was cited in support of this claim did not substantiate it, in breach of Clause 7.2.

Vifor stated that as noted in the PAR, Monofer was a complex between a polynuclear ferric oxy-hydroxide and a low molecular weight dextran, hydrolized to 1000 Da fragments, called iron isomaltoside 1000 as a colloidal suspension. This being a new formulation, was not a novel treatment in iron deficiency anaemia. Based on the PAR this formulation was approved as a low molecular weight dextran based on the evidence from another dextran ie Cosmofer.

The PAR further stated that the use of iron carbohydrate complexes in the parenteral treatment of iron deficiency states was well established. The currently available parenteral iron preparations were generally considered equally efficacious but varied in molecular size, degradation kinetics, bioavailability, toxicology, and adverse events. Low

molecular weight and high molecular weight iron dextran were commercially available. The iron dextran compounds as well as Monofer were characterized by a strong colloidal complex of a ferric core surrounded by a carbohydrate moiety. Iron release from these compounds was gradual which implied a good toxicological profile, thus allowing it to be administered in high doses as a total dose infusion (TDI). As Monofer was a low molecular weight dextran with 3-5 glucose units, Monofer was expected to have a similar safety profile as outlined in the SPC for Cosmofer.

Vifor submitted that dextran treatment had been around for years and this did not constitute a novel treatment for iron deficiency. Once again with the available clinical evidence as highlighted above this was not a novel treatment for iron deficiency and the claim was thus in breach of Clause 7.2.

RESPONSE

Pharmacosmos stated that the word 'novel' was defined by the Merriam-Webster dictionary as:

> 'new and not resembling something formerly known or used'

Monofer was the first injectable iron that could be administered by rapid infusion in single doses up to 1000-2000mg in one hour and without a test dose (dose not to exceed 20mg/kg bodyweight).

Until now, other iron preparations had much more stringent single dose limitations or required much longer infusion times. Ferinject had a single dose limitation of 1000mg (not exceeding 15mg/kg bodyweight), and Venofer had a single dose limitation of 200mg. Furthermore, Cosmofer which might also be administered in high doses had a test dose requirement and a slow infusion time.

Further although patients could be treated with 1000mg Ferinject in one infusion, the patient had to weigh at least 67kg to receive this dose of Ferinject (because of the 15mg/kg bodyweight limit). According to European weight statistics, 30% of the European population above 18 years of age weighed 50-67kg. The 15mg/kg body weight limit meant that none of these patients could receive 1000mg Ferinject. Using Monofer at a dose of 20mg/kg bodyweight, all patients in excess of 50kg were able to receive doses in excess of 1000mg, if required. Monofer therefore allowed more patients to have their iron deficit corrected in one rapid visit which increased convenience for carers, patients, and hospital throughput.

Therefore, Monofer was a novel iron therapy that offered novel treatment options not previously available.

However, if according to the UK guidelines, the word 'novel' was not allowed to be used within the general criteria of the regulations, Pharmacosmos suggested to change the wording to:

> 'A new product for the treatment of iron deficiency anaemia'.

The arguments against the use of the phrase 'novel treatment' was in Pharmacosmos' opinion neither relevant nor correct.

This also applied to the final argument against the phrase 'novel treatment';

> 'Dextran treatment has been around for years and this did not constitute a novel treatment for iron deficiency'.

Pharmacosmos noted that Vifor's references to the Monofer PAR were incorrect. Namely:

- Monofer was not 'a low molecular weight dextran with 3-5 glucose units', but an iron carbohydrate complex, where iron was complexed with chemically modified isomaltooligosaccharides.
- Accordingly, it was not an iron complex 'with a low molecular weight dextran, hydrolysed to 1000 Da'.
- Monofer was not approved 'as a low molecular weight dextran based on the evidence from another dextran'.
- Monofer was not approved 'based on the evidence from another dextran, namely Cosmofer'. On the contrary, Monofer was approved based on Monofer data and referencing other iron carbohydrate compounds, including Cosmofer.
- Iron isomaltoside 1000 was a correct chemical designation for Monofer approved by EU authorities and the wording 'called iron isomaltoside 1000' was not valid and distorted the approved name iron isomaltoside 1000 by EU/UK Authorities.
- The word 'iron carboxymaltose' had been changed to 'Monofer' in the fourth sentence of the third paragraph of Vifor's complaint. Pharmacosmos noted that iron carboxymaltose was Ferinject.

Pharmacosmos further noted that Vifor had stated that based on the PAR [Monofer] was approved as a low molecular weight dextran based on the evidence from another dextran, namely Cosmofer. This statement was not quoted correctly as the phrase was approved as a low molecular weight dextran' was not in the PAR nor was it scientifically correct.

Pharmacosmos further noted that Vifor had stated that Monofer was a complex between a polynuclear ferric oxy-hydroxide and a low molecular weight dextran, hydrolysed to 1000 Da fragments, called iron isolmaltoside 1000 as a colloidal suspension. This description was incorrect; the carbohydrate

moiety in Monofer was not a complex with 'low molecular weight dextran, hydrolysed to 1000 Da fragments'.

The designation iron isomaltoside 1000 (or oligoisomaltoside 1000) was the correct chemical designation as approved by the EU authorities for iron (III) in complex with chemically modified a isomaltooligosaccharides as stated in the PAR.

By using the wording 'complex between a polynuclear ferric oxy-hydroxide and a low molecular weight dextran, hydrolysed to 1000 Da fragments', Vifor did not quote the PAR correctly, omitting the correct chemical designation for Monofer, ie iron isomaltoside 1000.

PANEL RULING

The Panel noted that injectable iron complexes had been previously available to treat iron deficiency anaemia. In that regard Monofer was not a novel treatment although its formulation had resulted in some practical benefits regarding dosage and administration. The Panel considered that the description of Monofer as 'a novel treatment' did not reflect the data. A breach of Clause 7.2 was ruled.

The Panel noted that, although not agreed during inter-company dialogue, Pharmacosmos had changed the announcement on its website and no longer described Monofer as a novel treatment.

3 Claim 'Possibility of full iron repletion in one, rapid visit for more patients'

COMPLAINT

Vifor alleged that this was a hanging comparison in breach of Clause 7.2 and also the claim was not substantiated.

Of the 583 doses administered in the P-CKD-01 study only 44 were given as total dose infusions (TDIs). Nevertheless, 2 of those 44 doses (average 975.3mg iron; range 462-1800mg iron) in the P-CKD-01 trial had not been one-visit repletions as they had been split into two administrations. So the claim 'the possibility of full iron repletion in one, rapid visit for more patients' was misleading in breach of Clause 7.2.

RESPONSE

Pharmacosmos submitted that Vifor's logic was not valid as it ignored the fact that 40 TDIs in the study were completed as one, rapid visit repletion (2 patient split in 2 TDIs). The term 'one, rapid visit repletion' was accordingly not misleading.

With regard to the phrase 'in more patients' Pharmacosmos submitted that it was a fact that Monofer offered a wider dose range than both Venofer and Ferinject. Furthermore, Monofer offered a reduced administration time, 1 hour compared with 5-7 hours with Cosmofer. Consequently, more patients could be offered the possibility of full iron repletion in one, rapid visit with Monofer.

Pharmacosmos had however, removed the wording 'more patients' from its website to comply with the Code with regard to the use of hanging comparisons.

PANEL RULING

The Panel considered that the claim at issue was a hanging comparison as alleged as it did not state that with which Monofer was being compared. A breach of Clause 7.2 was ruled.

The Panel noted that the claim referred to the possibility of one-visit repletions; it did not state that all patients would only need one visit. The Panel further noted that in the P-CKD-01 study, 38 patients out of 182 who entered the study, received an undivided total dose infusion. The mean infusion time was 58.8 minutes (range 20-90 minutes). The Panel thus did not consider that the reference to the 'possibility' of 'one, rapid visit' was misleading as alleged. No breach of Clause 7.2 was ruled.

The Panel noted that, although not agreed during inter-company dialogue, Pharmacosmos had changed the announcement on its website such that it no longer contained the claim at issue.

B Journal advertisement

COMPLAINT

Vifor submitted that the NATA journal had a significant UK distribution and the advertisement that appeared in June 2010 had not been signed off under the ABPI Code and did not include UK abbreviated prescribing information. This was a breach of Clause 1.1. Vifor also alleged that the advertisement included the following unsubstantiated claims, all of which were in breach of Clause 7.2:

- '4th generation solution'.
- With Monofer … iron treatment had come one step closer to perfection;
- 'The only total dose booster';
- 'provides more patients with the opportunity for rapid one-visit repletion';
- 'minimizes the risk of free iron'
- 'improves convenience for you and your patients'.

RESPONSE

Pharmacosmos did not understand this criticism as Vifor regularly described Ferinject as a 'next generation iron injections' or as a 'third generation iron injection'.

Pharmacosmos therefore suggested that it changed the wording to 'next generation iron injection'.

Pharmacosmos stated that it would stop using the claims 'With Monfer iron treatment has come one step closer to perfection' and 'The only total dose booster'.

The claim 'Provides more patients with the opportunity for rapid one-visit iron repletion' referred to the broader dose range compared with Ferinject and Venofer and the faster speed of infusion compared to Cosmofer. To comply with the Code, Pharmacosmos suggested that it would remove the words 'more patients' to avoid any hanging comparison.

Pharmacosmos stated that the claim 'minimizes the risk of free iron' referred to the SPC statement 'The Monofer formulation contains iron in a strongly bound complex that enables a controlled and slow release of bioavailable iron to iron-binding proteins with little risk of free iron'. If deemed necessary Pharmacosmos could update the claim to 'Strongly bound – with little risk of free iron' which was identical to the text in the SPC.

The claim 'improves convenience for you and your patients' referred to the fact that 'one dose iron repletion' improved convenience for health professionals and patients. Pharmacosmos stated that it would update the claim to: 'One-visit iron repletion improves convenience for both you and your patients' reference to Peebles and Fenwick (2008) and Peebles and Stanley (2004).

PANEL RULING

The Panel noted that the advertisement appeared in June 2010 which predated the merger of Vitaline and Pharmacosmos.

The Panel noted that Pharmacosmos stated that it accepted that the advertisement needed to comply with the UK ABPI Code and all future international advertisements would include a UK abbreviated SPC.

It was possible that the journal might be exempt from the Code due to the supplementary information to Clause 1.1 regarding journals with an international distribution. This had not been submitted by Pharmacosmos and the Panel did not have sufficient information to make a decision that the journal was exempt from the Code.

With regard to the alleged breach of Clause 1.1 in relation to the absence of UK prescribing information, the Panel noted that Clause 4.1 required prescribing information and it noted that Clause 4.2 set out the details required.

Neither the absence of prescribing information nor incorrect prescribing information could be a breach of Clause 1.1. This aspect had been the subject of inter-company dialogue. There could be no breach of Clause 1.1 and the Panel ruled accordingly.

The Director noted that the allegations regarding the wording of the advertisement had not been the subject of inter-company dialogue as required by Paragraph 5.2 of the Constitution and Procedure. This aspect was not considered by the Panel.

C Alleged breach of Clause 2

COMPLAINT

Vifor was concerned about the cavalier approach to the Code and the delayed response and the apparent lack of seriousness with which Pharmacosmos/Vitaline seemed to have handled this matter.

In Vifor's view, this behaviour brought discredit upon, and reduced confidence in, the pharmaceutical industry in breach of Clause 2.

RESPONSE

Pharmacosmos did not comment on this point.

PANEL RULING

The Panel noted that its comments and rulings above. The Panel considered that although breaches of the Code had been ruled, the matters overall were not such as to warrant a ruling of a breach of Clause 2 of the Code which was reserved as a sign of particular censure. No breach of Clause 2 was ruled.

Complaint received **17 August 2010**

Case completed **1 November 2010**