

VOLUNTARY ADMISSION BY SHIRE

No breach of undertaking

Shire voluntarily advised the Authority that an advertisement for Calcichew-D₃ Forte, which was a version of one found in breach of the Code in Case AUTH/1825/4/06, had been published despite clear instructions from Shire that such copy be destroyed.

As the matter related to a potential breach of undertaking it was sufficiently serious for it to be taken up and dealt with as a formal complaint under the Code in accordance with the Constitution and Procedure.

The Panel noted that in Case AUTH/1825/4/06 it considered the claim 'Chew Calcichew-D₃ Forte for Ten Seconds for a pleasant surprise. In a comparative study, Calcichew-D₃ Forte was preferred over Adacal-D₃ by 80% of patients', to be a misleading comparison in breach of the Code.

When the Authority was informed that the advertisement now at issue 'was a version of the one found in breach of the Code in Case AUTH/1825/4/06', it was assumed, as a copy of the advertisement itself was not provided, that Shire was voluntarily admitting a breach of undertaking. The Panel noted, however, on receiving a copy of the advertisement, that the comparative claim at issue in Case AUTH/1825/4/06 was not included. Although the advertisement was part of the same campaign it did not compare patient preference for Calcichew-D₃ Forte with that for Adcal-D₃. In that regard the Panel did not consider that publication of the advertisement represented a breach of the undertaking given in Case AUTH/1825/4/06. No breach of the Code was ruled.

Shire Pharmaceuticals Ltd voluntarily advised the Authority that an advertisement (ref 003/0422a) for Calcichew-D₃ Forte, which was a version of one found in breach of the Code in Case AUTH/1825/4/06, had appeared in the August edition of MIMS despite clear instructions from Shire that such copy be destroyed. MIMS had taken full responsibility for the incorrect copy running.

COMPLAINT

As the matter related to a potential breach of undertaking it was sufficiently serious for it to be taken up and dealt with as a formal complaint under the Code (Paragraph 5.4 of the Constitution and Procedure refers). Shire was asked to respond in relation to Clauses 2, 9.1 and 22 of the Code.

RESPONSE

Shire stated that following Case AUTH/1825/4/06, it decided to withdraw material containing claims relating to 'The Ten Second Trial' in order to review its position. The advertisement in the August edition of MIMS was one of this series of promotional items. The letter from the company's medical director which had instigated the current case had been intended to draw the Authority's attention to the erroneous publication of the advertisement in MIMS, which had apologised for its mistake.

This advertisement in MIMS did not refer to Rees and Howe (2001), a comparative trial of Calcichew-D₃ Forte and Adcal-D₃ that was at issue, in conjunction with the phrase ‘Chew Calcichew-D₃ Forte for ten seconds for a pleasant surprise’, in the ruling in Case AUTH/1825/4/06. Shire therefore believed that this advertisement was not in breach of undertaking, Clause 22, nor in breach of Clauses 2 or 9.1.

PANEL RULING

The Panel noted that in Case AUTH/1825/4/06 it considered the claim ‘Chew Calcichew-D₃ Forte for Ten Seconds for a pleasant surprise. In a comparative study, Calcichew-D₃ Forte was preferred over Adacal-D₃ by 80% of patients’, to be a misleading comparison in breach of the Code.

When the Authority was informed that the advertisement now at issue ‘was a version of the one found in breach of the Code in Case

AUTH/1825/4/06’, it was assumed, as a copy of the advertisement itself was not provided, that Shire was voluntarily admitting a breach of undertaking. Thus the matter was taken up as a formal complaint. The Panel noted, however, on receiving a copy of the advertisement, that the comparative claim at issue in Case AUTH/1825/4/06 was not included. Although the advertisement was part of the same campaign it did not compare patient preference for Calcichew-D₃ Forte with that for Adcal-D₃. In that regard the Panel did not consider that publication of the advertisement represented a breach of the undertaking given in Case AUTH/1825/4/06. No breach of Clause 22 of the Code was ruled. It followed that there was also no breach of Clauses 9.1 and 2 of the Code.

Complaint received	3 August 2006
Case completed	30 August 2006