

## **COMPLAINANT v CONSILIENT HEALTH**

### **Allegations about an advertisement on a medical publication website**

#### **CASE SUMMARY**

**This case was in relation to the appearance of an advertisement on a medical publication website which allegedly would have been accessible by members of the public as it was not paywalled or behind a login page.**

**The outcome under the 2021 Code was:**

<b>No Breach of Clause 5.1</b>	<b>Requirement to maintain high standards at all times</b>
<b>No Breach of Clause 16.1</b>	<b>Requirement that promotional material about prescription only medicines directed to a UK audience which is provided on the internet must comply with all relevant requirements of the Code</b>
<b>No Breach of Clause 26.1</b>	<b>Requirement to not advertise prescription only medicines to the public</b>

**This summary is not intended to be read in isolation.  
For full details, please see the full case report below.**

#### **FULL CASE REPORT**

A complaint was received from an anonymous, contactable complainant about Consilient Health.

#### **COMPLAINT**

The complaint wording is reproduced below with some typographical errors corrected:

“On 21/9/24 I was on a news website [URL provided], which is not paywalled or behind a member login page, when I was presented with a promotional advert for a prescription only medication. I am concerned that members of the public would have likely been presented with promotional material since it was on a leading news article at the time.”

When writing to Consilient Health, the PMCPA asked it to consider the requirements of Clauses 5.1, 16.1 and 26.1 of the 2021 Code.

## **CONSILIENT HEALTH'S RESPONSE**

The response from Consilient Health is reproduced below:

“Consilient Health abides by the PMCPA Code of Practice as a non-member company.

We have reviewed the complaint and note the Clauses for consideration cited by PMCPA. We do not believe that this item is in breach of the Code and will detail our reasons below.

The advert for Blissel®, a POM, was displayed on the [named medical publication] mobile website from 17th September until the 23rd September.

[Named medical publication website] is one of a number of electronic publications managed by [named publisher], who are well established and respected providers in the health care sector. All [named publisher's] product websites are appropriately labelled with a transparency statement showing that the sites they are on are intended for healthcare professionals only. This is both on desktop and mobile/tablet viewing.

This statement has been omitted from the screenshot provided with the complaint but is clearly visible at the top of every page of the website, and thus complies with the Code requirement that “Each page of the advertisement for a prescription only medicine should be clearly labelled as intended for healthcare professionals.”

The screenshot provided shows a leader article: the statement about the publication being intended for healthcare professionals only is shown on the mobile site before individuals can click through to any articles, and therefore, by clicking on an article, the user is acknowledging that they are a healthcare professional.

The situation is similar to traditional paper copies of medical journals such as the [named journal] being accessible in public libraries when they are also intended for healthcare professional only.

The advert, and indeed the page on which it appears, complies with the Code requirements for electronic promotional material on prescription only medicines and is not in breach of Clause 16.1. In addition, Clause 16.2 does allow medicines covered by Clause 16.1 to be advertised in a relevant, independently produced electronic journal intended for HCPs and ORDMs which can be accessed by members of the public.

By accessing an article via a ‘click through’ from the home page of [named medical publication website], which carries the clear statement that the journal is intended for healthcare professionals only, the user is acknowledging that they are a healthcare professional; therefore, Blissel® has not been advertised to the public and that advert is not in breach of Clause 26.1.

Therefore, high standards have been maintained and the advert is not in breach of Clause 5.1.”

### **Further response from Consilient Health**

Further information was provided by Consilient Health in response to a request for additional information from the case preparation manager. The response from Consilient Health is reproduced below:

“I have tried to provide as much detail as possible, however, as the website - [URL provided] - is dynamic it is not possible to provide screenshots of the landing page on [named medical publication website] which hosted the Blissel advertisement at issue because these change constantly as demonstrated in the screenshots described below.

However, I can provide the following (all of which can be accessed in the attachment by opening the embedded files with Outlook)

1. A message from [named publisher], the parent company of [named medical publication website], stating that the electronic publication is labelled with a transparency statement showing that the site is intended for healthcare professionals only. This is both on desktop and mobile/tablet and is always shown at the top of the browser/across all article pages.

Further, that after a limited number of articles, [named medical publication website] ceases to be open access and readers are pushed to log in using their GMC number and practice details – this is also shown in the screenshots as it happened to me while I was attempting to take screenshots yesterday and effectively was prevented from taking the final example.

For clarification, an ‘Interactive InRead’ advertisement is one which includes links to the company’s website and this was exclusive to Blissel for that week. It does not mean that other adverts were not included, they were but just did not contain the interactive links, and they are referred to in the [named publisher] message as ‘placements’.

2. The approved version of the advert – again referred to in the [named publisher] message - has been supplied with our initial response along with the certification. We did not take screenshots of the advert in situ when live, neither did our agency, because of the dynamic nature of the site and as we are aware of the HCP transparency statement shown at all times.
3. I am providing screenshots taken yesterday, from my personal iPhone at 06:59 – the time is clearly visible on the shot as is the fact that it was sent from my iPhone (bottom left)
  - a. First screenshot shows the landing page: Transparency statement at the top
  - b. Second screenshot shows the click through from the 3rd news article on the landing page: Transparency statement at the top
  - c. Third screenshot shows the page as I scroll down demonstrating an advert for a POM
  - d. Fourth screenshot shows the further scroll of the advert
4. I am also providing screenshots taken yesterday on my personal laptop at 15:09 – the time is shown on the top right of the screenshot

- a. Fifth screenshot shows the landing page, which is different from the mornings as the news articles have been updated: Transparency statement at the top
- b. Sixth screenshot shows the compulsory login/registration required after the limited number of free access attempts

Finally the website address: [URL provided] of the online publication is the same for all devices should you wish to confirm the above”

## **PANEL RULING**

This case related to the appearance of a Blissel (estriol) vaginal gel advertisement on the [named medical publication website] which allegedly would have been accessible by members of the public.

The Panel noted the screenshot provided by the complainant included a back button for the social media platform “Reddit” but that their complaint related to the [named medical publication website]. The Panel had not been provided with a full screenshot of the webpage as viewed by the complainant and therefore it was not possible to determine the exact context in which the advertisement appeared.

Consilient Health confirmed that the advertisement for Blissel had appeared on the [named medical publication] mobile website from 17<sup>th</sup> -23<sup>rd</sup> September 2024. Consilient Health had not submitted a copy of the webpage on which the advertisement appeared, but instead provided screenshots of various other webpages on the [named medical publication] mobile website displaying the statement “This site is intended for health professionals only” at the top of each page. Consilient Health submitted that the screenshot provided by the complainant omitted the transparency statement, which would have been clearly visible at the top of every webpage.

The Panel noted that the requirements for access to promotional material on pharmaceutical company or company sponsored websites were different to the access requirements for advertisements placed in independently produced electronic journals intended for health professionals or other relevant decision makers. The different requirements were referred to in Clause 16 and its supplementary information.

The supplementary information to Clause 16.1, Website Access, stated that “Unless access to promotional material about prescription only medicines is limited to health professionals and other relevant decision makers, a pharmaceutical company website or a company sponsored website must provide information for the public as well as promotion to health professionals with the sections for each target audience clearly separated and the intended audience identified”. This was to avoid the public needing to access material for health professionals unless they chose to.

Clause 16.2 stated that a medicine covered by Clause 16.1 may be advertised in a relevant, independently produced electronic journal intended for health professionals or other relevant decision makers which can be accessed by members of the public.

The Panel took account of an email provided by Consilient Health from the publisher that the website was labelled that it was intended for healthcare professionals only and this

transparency statement was always shown at the top of the browser and across all article pages of the [named medical publication website] when viewed on a desktop and a mobile/tablet.

In the Panel's view, the [named medical publication website] was an independently produced electronic journal intended for health professionals. The Panel considered it had not been established that there was a requirement for the website to have been "paywalled or behind a member login page" as alleged. The Panel ruled **no breach of Clause 16.1** of the Code. The Panel further considered the complainant had not established that the placement of the advertisement on the [named medical publication website] constituted promotion to the public and ruled **no breach of Clause 26.1**.

The Panel took account of its rulings of no breach above and considered there was no evidence to suggest that the company had failed to maintain high standards based on the allegations before it. The Panel ruled **no breach of Clause 5.1**.

**Complaint received**      **27 September 2024**

**Case completed**        **04 August 2025**