

CASE/0838/12/25

HEALTH PROFESSIONAL v PFIZER

Allegations regarding promotional emails from a professional network for doctors in the UK

CASE SUMMARY

This case was in relation to two email newsletters sent by a professional network for doctors in the UK. The emails contained a section with content from a number of pharmaceutical companies, including Pfizer. Citing Clauses 3.6 and 15.6, the complainant alleged that the email constituted disguised promotion.

The outcome under the 2024 Code was:

Breach of Clause 3.6 (x2)	Disguising promotional material or activities
Breach of Clause 15.6 (x2)	Disguising promotional material or activities
No Breach of Clause 5.1	Requirement for companies to maintain high standards at all times

**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 about a number of pharmaceutical companies was received from a health professional.

The case preparation manager determined that some allegations made by the complainant should not proceed. This decision was upheld by an independent referee.

The complaint was taken up against Pfizer Limited in Case/0838/12/25. The corresponding cases against the other companies are: Case/0748/09/25, Case/0832/12/25, Case/0833/12/25, Case/0834/12/25, Case/0835/12/25, Case/0836/12/25 and Case/0837/12/25.

COMPLAINT

The complaint wording is reproduced below:

“[Redacted allegations that were not proceeded]
In addition, I received an email from [a professional network for doctors in the UK – “the third party”] titled ‘Raynaud’s phenomenon: red flags and when to refer’. One would think that by opening this email, the content would be about this topic. But no, when I

clicked on the email I was again presented with pharmaceutical industry advertising. In fact, there were two articles from [the third party] that seemed independent (but who knows!), including the article in the subject line, but an additional 6 pieces of pharmaceutical promotional content. At no point was I expecting to see all of this advertising. The subject line and the title of the email ('Clinical Bulletin') was totally misleading. This is another example of being forced / coerced into engaging with pharmaceutical promotional content when it is not expected/wanted. How do these companies ([other named pharmaceutical company], Pfizer, [other named pharmaceutical companies]) think that it is OK to mislead doctors in this way? (See attached x2 screenshots labelled 'email')

FURTHER INFORMATION FROM THE COMPLAINANT

The complainant's response to a request from the case preparation manager for further information is reproduced below:

"Thank you for your email on the 16th October. I decided to do a deep dive, as you suggested, into the ABPI Code, which I have found to be very illuminating. There seems to be 3 main issues, being [information about an allegation that was not proceeded], emails and [information about an allegation that was not proceeded]. To clarify, me consenting to promotional material is not the issue as I assume sometime in the past I have given consent.

I have not approached [the third party] about these complaints.

ABPI Code – relevant clauses

- **Transparency**
One of the four 'key principles' of the Code
- **Overarching Requirements**
 - [Information about an allegation that was not proceeded]
 - **3.6**
'Materials and activities must not be **disguised promotion.**'
 - **5.1**
'Companies must maintain **high standards** at all times.'
- **15.6**
'Promotional material and activities must not be disguised.'
- [Information about an allegation that was not proceeded]

All screengrabs below are new and recent examples from [the third party], in addition to the examples I submitted in my original complaint.

[Information about an allegation that was not proceeded]

Emails

The sender profile, subject line and lack of disclaimer makes the clinical bulletin email at screenshots 2 and 3 disguised promotion (**clause 15.6**) and is a breach of maintaining high standards (**clause 5.1**). There is a mix of independent content and promotional content but this is not evident from the outset. I have no problem being sent promotional information from time to time, however, I want to choose whether or not to engage and don't want to be duped into engaging with it. I saw on your website a recent case that cited all the same issues I have highlighted above – AUTH/3866/12/23.

[Information about an allegation that was not proceeded]

Screenshot 2

[Image showing a screenshot of an email as it would appear unopened in an inbox and a screenshot of the top portion of the opened email. Images accompanied by the description: "14/10/25 Another example of a 'Clinical Bulletin' with no indication there is pharmaceutical promotion within it from the subject line".]

Screenshot 3

[Image showing a screenshot of a section of the email with six content items. Image accompanied by the description: "14/10/25 Pharma sponsors within the 'Clinical Bulletin' and a list of four pharmaceutical companies, including Pfizer, relating to the six content items."]

[Information about a redacted allegation that was not proceeded]"

FURTHER INFORMATION FROM THE COMPLAINANT

The complainant's response to a request from the case preparation for further information is reproduced below:

"Many thanks for your response. I completely understand that you need as much info as possible.

I will take each of your questions in order below. Please see my original complaint for detail of where I believe there to be breaches against your code, including specific clause numbers.

[Information about an allegation that was not proceeded]

Consent

I have consented to receive occasional promotional information, [information about an allegation that was not proceeded]

Please see below for the [third party's] consent language:

2.5. Use of your account data for marketing and communications purposes:

We will use your account data including your email address and/or postal address to send marketing and communications that is relevant to our products and services. This may, for example, include postal mailings about our products and services if you have not visited our website recently.

You can opt-out from any specific communications by using the unsubscribe facility in the communication itself or via the [third party's] website. We may also prompt you from time to time to revisit and update your communication preferences with the aim of ensuring that we only send you relevant and wanted communications.

We will also use your account data to serve you with targeted advertising on behalf our clients and other advertisers on our website.

The lawful basis for this processing is legitimate interests, namely:

our interests in providing marketing, advertising, communications, market research and recruitment-related services to our clients, providing relevant information to our members and operating our business and website

Emails from [the third party]

Your summation is correct. I believe the Clinical Bulletin is weekly, but the frequency of this email is not an issue to me. It was the fact that I believed I was accessing independent content, where in fact there were several links to pharma sponsored content.

[Information about which companies the complainant was complaining about]

Consent is not an issue here. I have consented to receive promotional information from 3rd parties, however I believe these emails are an example of disguised promotion. Please see my original complaint for detail.

[Information about an allegation that was not proceeded]

I hope I have answered your questions adequately. Please don't hesitate to get in contact if you have any more."

FURTHER INFORMATION FROM THE COMPLAINANT

The complainant's response to a request from the case preparation for further information is reproduced below:

"Thank you for your email. Let me comment on each of the 'allegations' in turn.

Allegation 2 – Email

Yes, I can confirm that I wish you to take up the complaint against those companies [redacted] I would like my name to be kept anonymous.

[Information about allegations that were not proceeded]

I also do not accept that it is my responsibility to raise and address this with [the third party]. [Information about an allegation that was not proceeded]"

When writing to Pfizer, the PMCPA asked it to consider the requirements of Clauses 3.6, 15.6 and 5.1 of the 2024 Code.

PFIZER'S RESPONSE

The response from Pfizer is reproduced below:

"Thank you for your letter dated 6 February 2026 concerning a complaint from a Healthcare Professional regarding promotional emails from [a professional network for doctors in the UK – "the third party"]. Pfizer takes its commitment to the ABPI Code of Practice for the Pharmaceutical Industry very seriously and we remain committed to upholding high standards of ethical conduct. Pfizer has conducted a thorough investigation and our response to the complainant's allegations is detailed below.

Ibrance® (palbociclib) is indicated for the treatment of hormone receptor (HR)-positive, human epidermal growth factor receptor 2 (HER2)-negative locally advanced or metastatic breast cancer:

- in combination with an aromatase inhibitor.
- in combination with fulvestrant in women who have received prior endocrine therapy

In pre- or perimenopausal women, the endocrine therapy should be combined with a luteinizing hormone-releasing hormone (LHRH) agonist.

[Third party] – Member registration and communication preferences:

[Third-party platform] is an online community for Healthcare Professionals (HCPs) in the UK where members need to log-in to view content.

As acknowledged by the complainant members of [the third-party platform] consent to receive promotional information as part of their registration process.

[The third party] offers a wide range of email communications to its members based upon their communication preferences including the Clinical Bulletin that is the subject of this complaint.

Those members who proactively opt-in to receive the Clinical Bulletin are provided with the following description of the Clinical Bulletin and associated promotional information as part of the opt-in process:

'The Clinical Bulletin: a roundup of medical articles and specialty-specific resources delivered to your inbox. The Clinical Bulletin may contain promotional information, including information about prescription-only medicines from the pharmaceutical industry'

In addition, each email sent by [the third party] to its members contains an unsubscribe link and members can also manage their communication preferences from within their profile where they are presented with detailed options of items to which they can either opt-in or opt-out.

The unsubscribe link is clearly indicated at the end of the Clinical Bulletin i.e. *‘Unsubscribe from the Clinical Bulletin’*.

The HCPs' specialty and sub-speciality areas of interest are specified when they register with [the third party] in order that appropriately tailored content can be shared with them. These preferences and chosen publications are selected and can be changed at any time through their profile settings.

Pfizer's relationship with [the third party] and content approval

Pfizer engaged [the third party] as a service provider to deliver Ibrance® promotional content on Pfizer's behalf through their regular newsletter, the Clinical Bulletin.

The content provided to [the third party] was reviewed and promotionally certified in Pfizer's electronic approval system by an experienced Final Signatory registered with the PMCPA. The content appeared after the main Clinical Bulletin articles under a separate section clearly headed *‘Healthcare Information; Curated content funded or commissioned by the healthcare industry’*. Pfizer's understanding from [the third party] is that the 'curated' content could be product information, surveys or medical areas of interest.

The audience targeted by [the third party] to receive the Pfizer content was HCPs (hospital pharmacists, nurses, pharmacists, specialists) who had opted in to receive the Clinical Bulletin with Oncology as a documented specialty interest in their [third-party platform] profile.

Clause 3.6 – Materials and activities must not be disguised promotion and Clause 15.6 – Promotional material and activities must not be disguised

The email address used to send the Clinical Bulletin was [that of the third party] making the origins of the email explicitly clear to recipients prior to opening the email.

In addition, it is apparent from the screenshot provided by the complainant that the email preview panel distinctly identified the [third party's] email communication as the Clinical Bulletin with the associated *‘Healthcare Information; Curated content commissioned by the healthcare industry’* clearly visible.

The content provided by Pfizer in the Clinical Bulletin states *‘Promotional Information from Pfizer intended for UK HCPs only’*. The statement is provided in bold font directly under the content heading to ensure that the promotional nature and source of the content is clear and transparent before the reader clicks through to the main body of the Pfizer content.

The Pfizer content was clearly labelled as promotional and was shared with HCPs who had consented to receive the Clinical Bulletin and associated promotional material from

the Pharmaceutical Industry. The inclusion of promotional content in the Clinical Bulletin is made explicitly clear to all HCPs during the opt-in process.

Pfizer therefore denies the alleged breaches of Clauses 3.6 and 15.6.

Clause 5.1 – Maintaining High Standards

Pfizer strongly believes that we have maintained the high standards expected of our industry in our delivery of this promotional content through the [third party's] Clinical Bulletin.

- The email address used to send the Clinical Bulletin was [that of the third party] making the origin of the email explicitly clear to HCP recipients prior to opening the email.
- As the complainant received the Clinical Bulletin they would have specifically selected to receive this communication and in doing so would have received a clear explanation of the type of content and associated promotional material which the Clinical Bulletin would deliver.
- Within the email, part of the Clinical Bulletin was presented in a separate section preceding the pharmaceutical company content meaning that HCPs could access the Clinical Bulletin content without having to scroll through the pharmaceutical company content.
- The pharmaceutical company content was in a separate, clearly labelled section and the Pfizer content included a clear and prominent statement that it was '*Promotional Information from Pfizer intended for UK HCPs only*'.

Pfizer therefore denies a breach of Clause 5.1.

We trust that this response addresses the PMCPA's request and remain available should further clarification be required."

PANEL RULING

The complainant provided copies of two emails sent by an online platform for medical doctors, which they alleged were disguised promotion. The first email was dated 9 September 2025 and the second was dated 14 October 2025.

The two emails were of the same style and format, being an email newsletter that contained advertising space. The Panel noted that both emails contained information from Pfizer.

The subject line of the email dated 9 September was "Raynaud's phenomenon: red flags and when to refer". The sender was [third party]. Within the body of the email, there was first a coloured header with the email newsletter's 'Clinical Bulletin' logo and date. This was followed by two pieces of content consisting of an image, a headline, a short description of the linked article and a button to click to read more. The headline of the first item matched the subject line of the email. Beneath these two pieces of content was a coloured section header titled "HEALTHCARE INFORMATION" with the description "Curated content funded or commissioned by the healthcare industry." Within this section was six pieces of content consisting of a small thumbnail image, a headline and a description, which in some cases included a job code and

links to prescribing information. It was not clear from the information provided to the Panel whether there was further content in the email beyond this point.

The information from Pfizer was contained within this “HEALTHCARE INFORMATION” section of the email. It read:

Considering drug-drug interactions: how many patients with HR+ HER2- mBC are using a medication with risk of QTc prolongation?

Promotional information from Pfizer intended for UK HCPs only. Real-world studies in the US have revealed a high prevalence of the use of QTc-prolonging medication in patients being treated for HR+ HER2- mBC.^{3,4} See the data and consider the implications.

Find out more >

[Prescribing information and adverse event reporting \(external link\) >](#)

PP-IBR-GBR-6483 September 2025

The subject line of the email dated 14 October was “NHS pension update and tips to ensure yours is in good shape”. The sender was [third party]. The structure of the email was the same as the email of 9 September, with the subject line corresponding to the first of two items before the “HEALTHCARE INFORMATION” section, which contained six pieces of content. It was not clear from the information provided to the Panel whether there was further content in the email beyond this point.

There were two pieces of information from Pfizer, which were again contained within the “HEALTHCARE INFORMATION” section. The first was the same as was included in the 9 September email (PP-IBR-GBR-6483). The second appeared to the Panel to be non-promotional and read:

RWE studies: quality analysis and integration into managed entry agreements

Review various frameworks for analysing the quality of real-world evidence (RWE) studies and explore the concepts of indirect treatment comparisons and managed entry agreements to understand their growing use to support product value. Non-promotional information from Pfizer Ltd for UK healthcare professionals only. **Read more on the**

Pfizer-funded RWE hub >

PP-UNP-GBR-10825 January 2025

The Panel acknowledged Pfizer’s submission that individuals who proactively opt in to receive the ‘Clinical Bulletin’ were provided with a description of the ‘Clinical Bulletin’ and associated promotional information as part of the opt-in process. The Panel noted that this description included that the ‘Clinical Bulletin’ may contain promotional information, including information about prescription only medicines from the pharmaceutical industry. Pfizer also submitted that each email included a clear unsubscribe link. The Panel also acknowledged Pfizer’s submission that the promotional content provided by Pfizer was clearly labelled as promotional and appeared in a separate section headed “Healthcare Information; Curated content funded or commissioned by the healthcare industry”.

The Panel noted, however, that the complainant’s allegation of disguised promotion was related to the email as a whole, not to the individual pieces of content from Pfizer. The complainant referred to the subject line, sender profile and overall title (‘Clinical Bulletin’) of the emails and the lack of a disclaimer. The Panel noted that the complainant acknowledged that they had consented to receive promotional information from third parties, but that they wanted to be able

to choose whether or not to engage with promotional information. When opening the email, the complainant had not expected to see advertising from pharmaceutical companies and, for the 9 September email, stated that they thought it would be about Raynaud's phenomenon.

Clause 3.6 required that materials and activities must not be disguised promotion. Similarly, Clause 15.6 required that promotional material and activities must not be disguised. The supplementary information to Clause 15.6 stated, among other things, that promotional material must not imply that the contents are non-promotional, for example, that the contents provide information relating to safety.

The Panel considered that the combined effect of each email's subject line and the sender's email address were such that the promotional nature of the Pfizer content (PP-IBR-GBR-6483) within the "HEALTHCARE INFORMATION" section of the email was not clear at the outset and was disguised. The Panel particularly took into account that, although the recipient had opted in to receiving the 'Clinical Bulletin' which could include promotional information from pharmaceutical companies about prescription only medicines, neither the subject line nor the sender address referred to 'Clinical Bulletin' and it was likely that a range of emails might be sent by [the third party]. Also, the subject line was dependent on the headline of the first piece of content within the email, which was non-promotional content from the publisher. In the Panel's view, the impression to the reader was that the 9 September email would be about Raynaud's phenomenon and the 14 October email would be about NHS pensions; there was no indication that the emails also contained promotional material. The Panel ruled a **breach of Clause 3.6 and Clause 15.6** for each email.

Clause 5.1 required that companies must maintain high standards at all times. While the Panel had some concerns that the company had not had sight of the sender email address or subject line when certifying the content that would be included within the 'Clinical Bulletin' emails, the Panel did not consider that the matter at issue demonstrated that Pfizer had failed to maintain high standards. The Panel particularly took into account that the promotional material appeared within a distinct section of the email and was, itself, clearly labelled as promotional. The Panel ruled **no breach of Clause 5.1**.

Complaint received 25 September 2025

Case completed 15 May 2026