CASE/0748/09/25

HEALTH PROFESSIONAL v IPSEN

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

CASE SUMMARY

This case was in relation to an email newsletter sent by a professional network for doctors in the UK. The email contained a section with content from a number of pharmaceutical companies, including Ipsen. 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	**Disguising promotional material or activities**
Breach of Clause 15.6	**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 Ipsen in Case/0748/09/25. The corresponding cases against the other companies are: Case/0832/12/25, Case/0833/12/25, Case/0834/12/25, Case/0835/12/25, Case/0836/12/25, Case/0837/12/25 and Case/0838/12/25.

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 companies], Ipsen, [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 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 Ipsen, the PMCPA asked it to consider the requirements of Clauses 3.6, 15.6 and 5.1 of the 2024 Code.

IPSEN'S RESPONSE

The response from Ipsen is reproduced below:

"I am writing in response to your letter dated 06 February 2026, in which you outlined a complaint from an anonymous healthcare professional concerning the newsletter [from a professional network for doctors in the UK – "the third party"] titled 'Raynaud's phenomenon: red flags and when to refer', described within the communication as a 'Clinical Bulletin'.

The complainant alleges breaches of **Clauses 3.6, 15.6 and 5.1** of the 2024 Code. We respectfully deny that any breach of the Code has occurred and set out our position below.

Background and Governance
The Clinical Bulletin (including the emailed newsletter in question) is a regular service distributed by [the third party] to UK registered healthcare professionals who have actively opted in and provided consent to receive promotional communications.

The Clinical Bulletin is a newsletter format distributed electronically, it is not an 'email advertisement', but a structured knowledge-based bulletin which may contain appropriately presented promotional materials. Detailed information about the layout of the Clinical Bulletin is provided below. The specific Ipsen elements of this communication included promotional content relating to Cabozantinib Ipsen.

As further background, Cabozantinib Ipsen is indicated as monotherapy for advanced renal cell carcinoma:

- as first-line treatment of adult patients with intermediate or poor risk

- in adults following prior vascular endothelial growth factor (VEGF)-targeted therapy

Cabozantinib Ipsen in combination with nivolumab, is indicated for the first-line treatment of advanced renal cell carcinoma in adults.

In developing the Ipsen elements of the content, specific consideration was given to the requirements of Clauses 3.6 and 15.6 regarding the prohibition on disguised promotion.

In accordance with our established promotional governance framework, the elements of the Clinical Bulletin which were under our control, underwent medical and compliance review and were certified by a signatory under Clause 8 prior to dissemination. The communication was distributed via [the third party] to verified UK HCPs who had registered to receive such communication

Our review process assessed the prominence of company identification, the contextual clarity of the communication within the [third-party platform] environment and the overall impression created for the professional recipient, in addition to the validity of the claims and the requirements of Clause 12. The material was released only following confirmation that these requirements were met.

Importantly, the promotional content relating to Cabozantinib Ipsen was within a separate section of the newsletter, reserved for pharmaceutical company content. The communication itself was clearly labelled as promotional. It included a direct link to prescribing information and the adverse event reporting statement.

Relationship with [the third party]

Clinical Bulletin
The Clinical Bulletin is an emailed newsletter style communication to UK doctors that highlights new articles of relevance to their individual specialty. It is a service that has been provided to [third-party platform] subscribers for several decades.

When registering for [the third-party platform], users are given the option to opt in to receiving the Clinical Bulletin. Directly beneath the opt-in box, a short summary explains what the Clinical Bulletin includes, clearly stating: *'A newsletter containing updates from the healthcare industry, including educational and/or promotional presentations or websites to inform you of events, services, products or updates from a range of organisations such as the NHS, charities, and pharmaceutical companies, including promotional material for prescription-only medicines.'* Users can also click on the 'Clinical Bulletin' hyperlink to view a preview of what the email will look like.

After completing registration and logging into [the third-party platform] for the first time, users are presented with an additional e-permission page covering email and telephone services. By clicking on the names of these services, users can see example communications. At this stage, they are given the choice to opt in or opt out of the 'ClinAlert Direct' service of which the Clinical Bulletin is a part of. Below this option, a further explanation of the service is provided: *'Promotional information from third parties, including prescription-only medicines from pharmaceutical companies via the [third-party] ClinAlert service.'* A preview of a promotional mailing is also available. Members can update their preferences at any time to remove themselves from the Clinical Bulletin mailing list, or they can unsubscribe directly via the 'unsubscribe' link included in each Clinical Bulletin email.

Given these multiple points of disclosure and user choice, it is reasonable to conclude that a user would have knowingly opted in to receiving the Clinical Bulletin with full awareness that it contains promotional content. The complainant has freely acknowledged in the letter that they knew the Clinical Bulletin contained promotional content and that they had knowingly signed up to receive such content.

The Clinical Bulletin signposts content created by the [third party's] editorial team; and advertises in a (clearly marked) section content created by the pharmaceutical industry. For clarity, the Clinical Bulletin is a mailing from [the third party] in which all sections

except one are entirely the responsibility of its editorial team (known internally as the Community team).

The Community team, which is deliberately independent of any commercial communications within [the third party], 'owns' five out of six sections of the Clinical Bulletin, presented in the following sequence:

- Internal News (first slot) automatically becomes the subject line of the email,
- Internal Other (second slot)
- [Third-party platform] resources
- Careers
- Member Services

The Community team curates these areas of the Clinical Bulletin for each issue – for clarity, this is undertaken completely independently from the [third party's] commercial team who organise the promotional elements. Within [the third party], there is no crossover whatsoever between these two teams. Community team content includes News, Analysis, Opinion, Careers, Guideline Watch, Journal Watch, Rapid Clinical Updates, Modules, Quizzes, and occasionally other community activities. Generally, the same content is received by all opted-in member doctors, with some occasional specialty or career stage targeting. These elements are built by a member of the Community team and again there is no input into or review of these elements by any member outside the Community team.

The Community team identify one (non-pharma) article because of its importance to the medical community overall, and hence of anticipated maximum interest to doctors. This topic is then used as the focus of the subject line of the Clinical Bulletin email. Commercially funded communications to doctors are presented in a distinct, clearly separate section, unambiguously labelled **'Healthcare information. Curated content funded or commissioned by the healthcare industry.'** This is typically presented as the third section of the Clinical Bulletin newsletter. (i.e. it is positioned after 'Internal other' and before '[Third-party platform] Resources' in the sequence above). The design and layout of items in this section are carefully presented to ensure that they are obviously provided by the Pharma industry such that there should be no doubt about the origin, intent and funding of each element.

As can be seen from the screenshots provided by the complainant, the presence of clear statements indicating the providing pharma company and the presence of mandatory information such as links to Prescribing information make the nature of the content abundantly clear, so there is no risk of disguised promotion under clauses 3.6 or 15.6 (as alleged by the complainant).

Allegations

Clause 3.6 – Disguised Promotion
Clause 15.6 – Promotional material and activities must not be disguised

Clause 3.6 and 15.6 prohibits promotional materials and activities from being disguised. The complainant alleges that the subject line and the use of the term 'Clinical Bulletin' were 'totally misleading'. We do not accept this characterisation.

The key question is whether the promotional intent or company involvement was concealed, such that the recipient would reasonably believe the material to be completely independent, editorial and non-promotional. We do not believe this to be the case due to the following:

- The promotional intent was transparent
- The emailed newsletter was disseminated through a channel used (for many years) for sponsored/promotional communications to healthcare professionals who had opted in to receive such materials.
- The professional audience recipients are familiar with the layout and typical contents.
- Ipsen's content was clearly identified within the relevant section in the emailed newsletter. There was no omission or ambiguity as to company involvement
- The title of this specific emailed newsletter: '*Raynaud's phenomenon: red flags and when to refer*' accurately reflected an element of the clinical subject matter.
- The descriptor 'Clinical Bulletin' is a brand name used by [the third party] for several decades to denote the format of a clinically focused newsletter update; it does not state or imply independence from commercial involvement.
- The newsletter did not present itself as specifically independent journalism or guideline content.
- The involvement by the pharmaceutical industry, including Ipsen, was transparent and obviously promotional; it was not in any way disguised
- The Ipsen content comprised:
    - Promotional content relating to Cabozantinib Ipsen
    - Links to Prescribing Information and the industry-standard Adverse Event reporting statement
    - A declaration that the Ipsen content was (a) from Ipsen and (b) was promotional content
    - Job bag number and date of preparation
    - A link to a new webpage with more information about Cabozantinib Ipsen, which also, in accordance with our established promotional governance framework, underwent medical and compliance review and was certified by a signatory under Clause 8 prior to dissemination
- The Complainant freely acknowledges that they knew the Clinical Bulletin contained promotional content and that they had knowingly signed up to receive such content

As described above, the Clinical Bulletin maintains a structured format:

- Educational, disease-focused content
- A separate clearly presented promotional section (on this occasion including information relating to Cabozantinib Ipsen)

There was no attempt to embed product messaging covertly within the education narrative. The promotional component complied fully with Code requirements for promotional materials to HCPs.

The complainant's concern appears to be that the subject line and tone were 'misleading'. However, the test under Clauses 3.6 & 15.6 is not whether the material is educational in style, but whether its promotional nature is concealed. There was no such concealment. Upon opening the email, the reader would clearly see the marked section indicating there was information from the healthcare industry, followed by the Ipsen content, which was obviously promotional as explained above, and was within an emailed newsletter that has carried promotional content for several decades. The inclusion of mandatory information demonstrates proactive compliance and governance. It would be contradictory to characterise fully compliant, certified promotional material as 'disguised'. Accordingly, Clauses 3.6 & 15.6 have not been breached.

Clause 5.1 High standards

Clause 5.1 requires companies to maintain high standards at all times.

Ipsen submits that:

- The audience have signed up to receive the Clinical Bulletin, in the full knowledge that it contains promotional content
- The specific Bulletin had the same layout as previous Bulletins
- The Ipsen content was factually accurate
- The licensed indications for Cabozantinib Ipsen were correctly stated
- No off-label claims were made for Cabozantinib Ipsen
- The tone was professional and appropriate for a specialist HCP audience
- The newsletter was distributed via [third party], a platform restricted to verified HCPs
- Mandatory information for Cabozantinib Ipsen was included
- The governance and certification process were followed.

These measures are consistent with maintaining high standards.

The [third-party] newsletter is a long-established communication format; it has operated in the same format for several decades; this specific version was no different to the previous editions. The specific independently created communication highlighted a recognised clinical condition and appropriate considerations but carried a range of content as it always has, including promotional content from Ipsen. It was directed exclusively to healthcare professionals and was certified prior to dissemination

A subjective view that the title was 'misleading' does not in itself establish that high standards were not maintained. The communication was responsible, clinically framed and professionally presented. We therefore do not consider that Clause 5.1 has been breached.

Conclusion

Ipsen respectfully submits that:

- The promotional content relating to Cabozantinib Ipsen was transparent and compliant

- The inclusion of PI, AE links and certification details demonstrate adherence to Code requirements and further add to the impression of promotional content
- There was no concealment of promotional intent
- Material was directed solely to healthcare professionals who had opted in to receive such promotional communications
- The communication does not constitute disguised promotion
- High standards were maintained throughout

For these reasons, we respectfully submit that there have been no breaches of Clauses 3.6, 15.6 or 5.1. We would be pleased to provide additional documentations should the Panel require them."

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 the email dated 9 September contained information from Ipsen. There was no content from Ipsen within the email dated 14 October.

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 Ipsen was contained within this "HEALTHCARE INFORMATION" section of the email. It read:

> **Case study: explore the treatment journey of Bill, a 60-year-old patient with advanced renal cell carcinoma**
> Follow Bill's treatment journey from diagnosis and find out how cabozantimib impacted his disease progression. This promotional material was commissioned by Ipsen and is intended for UK healthcare professionals. **Read Bill's case >**
> Please click here for adverse event reporting and prescribing information >
> CMX-UK-005328 February 2025

The Panel acknowledged Ipsen's submission that the promotional content relating to cabozantinib was within a section of the newsletter reserved for pharmaceutical company content and that the content itself was clearly labelled as promotional. All other content was the responsibility of the email's publisher. The Panel also acknowledged Ipsen's submission that

this email newsletter was a long-established format and that recipients had consented to receive promotional information from third parties, including prescription only medicines from pharmaceutical companies, and could unsubscribe at any time.

The Panel noted, however, that the complainant's allegation of disguised promotion was related to the email as a whole, not to the individual piece of content from Ipsen. The complainant referred to the subject line, sender profile and overall title ('Clinical Bulletin') of the email 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 stated that they thought it would be about Raynaud's phenomenon and had not expected to see advertising from pharmaceutical companies.

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 the email's subject line and the sender's email address were such that the promotional nature of the Ipsen content 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 email would be about Raynaud's phenomenon; there was no indication that the email also contained promotional material. The Panel ruled a **breach of Clause 3.6 and Clause 15.6**.

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' email, the Panel did not consider that the matter at issue demonstrated that Ipsen 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**