

CASE/0837/12/25

HEALTH PROFESSIONAL v AMGEN

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 Amgen. 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 Amgen Ltd in Case/0837/12/25. 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/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 ([list of 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 Amgen, 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 Amgen, the PMCPA asked it to consider the requirements of Clauses 3.6, 15.6 and 5.1 of the 2024 Code.

AMGEN'S RESPONSE

The response from Amgen is reproduced below:

"Thank you for your letter dated 6 February 2026. Amgen Limited ('Amgen') places the highest importance on compliance with the ABPI Code of Practice (the 'Code') and is fully committed to conducting its business in a responsible, ethical, and professional manner at all times.

Amgen has conducted a thorough review of the matters raised, including careful consideration of the correspondence, screenshots, and attachments provided by the complainant.

The allegation concerns the receipt of promotional content, alleged to constitute disguised promotion, within a Clinical Bulletin created and distributed by [a professional network for doctors in the UK – "the third party"].

Nature and Structure of the Clinical Bulletin

The Clinical Bulletin is a newsletter-style email communication sent to UK doctors by [the third party]. It is created and controlled by the [third party's] editorial team. Amgen has no input into, nor editorial control over, the independently created sections of the Bulletin.

Five of the six sections are developed exclusively by the [third party's] editorial team and appear in the following sequence:

- Internal News (first slot, which forms the email subject line)
- Internal Other
- Advertorial section (paid-for pharmaceutical space)
- [Third-party platform] Resources
- Careers
- Member Services

Pharmaceutical companies may purchase clearly designated advertorial space, which appears as a distinct section within the Bulletin. This section is positioned after 'Internal Other' and before '[Third-party platform] Resources.'

Clear Identification of Promotional Content

Each Clinical Bulletin contains a large, prominent blue disclosure box stating:

‘Healthcare information. Curated content funded or commissioned by the healthcare industry.’

This disclosure is immediately visible and unambiguous.

In addition, each individual advertorial contains clear wording identifying it as promotional material, including the statement: **‘Promotional information from Amgen.’**

Recipients must actively choose whether to click to view further details. The layout, design, and presentation of this section clearly distinguish it from the independently created editorial content and make its origin, funding, and promotional intent unmistakable.

Amgen therefore does not accept that the advertorial content could reasonably be considered disguised promotion.

Consent and Distribution

Individuals registering to receive Clinical Bulletins are clearly informed, via prominently displayed bold text, that:

‘The Clinical Bulletin may contain promotional information, including information about prescription-only medicines from the pharmaceutical industry.’

Individuals who do not provide this consent do not receive Clinical Bulletins.

The complainant acknowledged within the redacted correspondence that they had consented to receiving promotional and/or product-related information from pharmaceutical companies. Receipt of the Clinical Bulletin therefore indicates that appropriate consent was provided. Recipients may review and amend their communication preferences at any time via their [third-party platform] profile settings.

Amgen’s Engagement and Due Diligence

[Third-party platform] is operated by [named publisher]. Amgen engaged with [named publisher] for the purchase of clearly identified advertorial space within Clinical Bulletins in relation to Xgeva and Vectibix. Numerous other pharmaceutical companies also purchase advertorial placements within the same Bulletins.

The certified materials relating to Amgen’s content were incorporated into Clinical Bulletins distributed only to healthcare professionals who had consented to receive them via the [third-party platform] web portal.

Prior to certification and placement of the advertorial content, Amgen undertook comprehensive due diligence in relation to both the distribution mechanism and

presentation of the Clinical Bulletins. Amgen confirmed with [named publisher] that access to [third-party platform] inboxes is restricted solely to registered healthcare professionals via the secure web-based platform and cannot be accessed through external email clients. Clinical Bulletins are not distributed to personal or NHS email addresses

Amgen also reviewed test links hosted on the [named publisher's] platform to verify the accuracy, accessibility, and formatting of prescribing information, as well as the positioning, prominence, and clear separation of promotional content within the Bulletin across desktop and mobile formats. Each company was able to view and approve only its own content, with placeholders marking the position of other companies' material.

These steps were undertaken to ensure that the content was clearly identifiable as promotional, appropriately targeted to consenting healthcare professionals, and compliant with the requirements of the Code.

Furthermore, during the period in which the complainant was corresponding with the PMCPA, and following 24 October, which coincided with the placement of the Xgeva and Vectibix advertorials, [the third party] implemented additional enhancements to the way Clinical Bulletins are presented in doctors' inboxes and within the Bulletin itself.

Specifically, the 'from' field of the email now states: '[Third-party platform] Clinical Bulletin. Contains promotional information.'

In addition, the header of each Clinical Bulletin now reads: 'The Clinical Bulletin, a roundup of medical articles and specialty specific resources. This e-mail contains promotional information from the pharmaceutical industry.'

These refinements were introduced to provide even greater upfront transparency regarding the presence of commercial content, ensuring that recipients are informed before opening or scrolling through the Bulletin. They were not made in response to any identified breach, but as an additional measure to further enhance clarity and visibility.

It is important to note that these changes were implemented in addition to the existing safeguards already in place: healthcare professionals were informed at the point of opt-in that Clinical Bulletins may contain pharmaceutical promotional material; each Bulletin contained a prominent disclosure box identifying industry-funded content; each individual advertorial was clearly labelled as promotional; and recipients were required to take a positive action (clicking an embedded link) in order to access detailed promotional material.

Taken together, both the original structure and the subsequent enhancements demonstrate a consistent and transparent approach to ensuring that promotional content within the Clinical Bulletin is clearly identified and cannot reasonably be considered disguised.

Conclusion

For the reasons set out above, Amgen does not agree that the material constitutes disguised promotion and firmly refutes the alleged breaches of Clauses 3.6, 5.1, and 15.6 of the Code.

The promotional content within the Clinical Bulletin was clearly and prominently identified at multiple levels. The Bulletin itself contained a conspicuous blue disclosure box explicitly stating that the section was 'Healthcare information. Curated content funded or commissioned by the healthcare industry.' In addition, each individual advertorial was expressly labelled as 'Promotional information from Amgen.' The positioning, formatting, and visual presentation of the advertorial section clearly differentiated it from the independently created editorial content of [the third party]. The promotional origin, funding, and intent of the material were transparent and unmistakable.

There was no attempt to conceal, obscure, or blur the commercial nature of the content. On the contrary, the structure and design of the Clinical Bulletin ensured that pharmaceutical content was segregated, prominently disclosed, and readily identifiable as promotional in nature.

The complainant had explicitly consented to receive promotional material and retained ongoing control over their communication preferences. The content was therefore both appropriately targeted and transparently presented.

In light of these facts, Amgen respectfully submits that the material cannot reasonably be characterised as disguised promotion under the Code."

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

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]. 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 Amgen was contained within this “HEALTHCARE INFORMATION” section of the email. Two of the six pieces of content were from Amgen. The first read:

Discover the benefits of XGEVA® (denosumab) out-of-hospital self-administration¹⁻⁵

Pilot studies for the self-administration of XGEVA® using a pre-filled syringe have been carried out across various sites in the UK.²⁻⁵ Promotional information from Amgen. **Find out more >**

[Prescribing information and adverse event reporting for XGEVA® pre-filled syringe \(external link\) >](#)

[Prescribing information and adverse event reporting for XGEVA® vial \(external link\) >](#)

References: 1. XGEVA® (denosumab) pre-filled syringe SPC; 2. Gregory R. Clatterbridge Cancer Centre, personal communication; 3. Evans G. The Velindre Cancer Service, personal communication; 4. Nolan L. University Hospitals Bristol, personal communication; 5. Moldawa M. Derby & Burton NHS Foundation Trust, personal communication

GBR-162X-0825-80003 September 2025

The second read:

Time is precious... help your patients with 1L RAS-wildtype mCRC spend it on what matters with VECTIBIX® (panitumumab)

NHS service evaluations found that chair time could potentially be saved and capacity improved by treating 1L RAS-wildtype mCRC patients with VECTIBIX® (panitumumab) plus chemotherapy compared with cetuximab plus chemotherapy.³⁻⁷ Promotional information from Amgen. **Read more >**

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

GBR-954-0525-80001 September 2025

The Panel acknowledged Amgen’s submission that individuals registering to receive ‘Clinical Bulletins’ were clearly informed that the emails may contain promotional information, including information about prescription only medicines from the pharmaceutical industry. The Panel also acknowledged Amgen’s submission that each individual “advertorial” within the ‘Clinical Bulletin’ email contained clear wording identifying it as promotional material and that the layout, design and presentation of this section clearly distinguished it from the independently created editorial content.

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 Amgen. 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 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 Amgen 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 NHS pensions; 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 Amgen 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 **20 May 2026**