

CASE/0833/12/25

HEALTH PROFESSIONAL v ACCORD

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 Accord. 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 Accord Healthcare in Case/0833/12/25. The corresponding cases against the other companies are: Case/0748/09/25, Case/0832/12/25, 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], Accord) 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 Accord, the PMCPA asked it to consider the requirements of Clauses 3.6, 15.6 and 5.1 of the 2024 Code.

ACCORD'S RESPONSE

The response from Accord is reproduced below:

"Thank you for your letter of 7 February concerning a complaint received about the above matter and potential breaches of the following Clauses:

- Clause 3.6: Materials and activities must not be disguised promotion.
- Clause 15.6: Promotional material and activities must not be disguised.
- Clause 5.1: High standards must be maintained at all times.

Background

Accord engaged with [a professional network for doctors in the UK – "the third party"] for support in cascading the safety profile of Orgovyx (relugolix) in eligible patients with advanced prostate cancer (Job bag no: UK-Onc-Org-01522]. The intention of working with [the third party] was to include information in one of its Clinical Bulletin email alerts sent to health professional members with a [third-party platform] log in. The clinical bulletin is audience specific and will only be emailed to users who have opted in to receive them (as included in the Meta data for this material).

The content provided by Accord for the email at issue was certified as promotional on the 21 January 2025 for inclusion in one of its clinical bulletins, to be sent to those that had subscribed to receiving this bulletin as part of the membership registration process.

The complainant in this case has remained anonymous. However, based on the information they provided to Accord, it appears that they have confirmed to have consented to receive promotional materials from Pharmaceutical Companies, stating '*Consent is not an issue here. I have consented to receive promotional material from 3rd parties*'. Given this, it is reasonable to assume that during the [third party] registration process, the complainant opted to receive the Clinical Bulletin. It should also be noted that at the point of registration, it was made clear to any healthcare professional selecting this option that the Clinical Bulletin '*...may contain promotional information, including information about prescription-only medicines from the pharmaceutical industry*'

Disguised promotion

The complainant claims (within the further information emails provided to Accord) that:

- '*The sender profile, subject line and lack of disclaimer makes the clinical bulletin email (screenshot 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 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'

Accord would like to highlight that as part of the registration process for [the third party], individuals need to confirm their GMC registration and at the same time have the option of subscribing to what is termed a 'Clinical Bulletin'. As part of this optional subscription process there is a very clear statement that 'The Clinical Bulletin may contain promotional information, including information about prescription-only medicines from the pharmaceutical industry'.

Regarding the email in question, the screenshot appears to show the complainant's inbox within [email platform]. The subject line visible is 'Reynaud's phenomenon: red flags and when to refer'. Directly beneath this, there is a '**Clinical Bulletin**' subheading that is clear and evident, followed by the article title and a brief summary that corresponds with the subject line 'Reynaud's phenomenon: red flags and when to refer'. Further down, under a distinct '**Healthcare Information**' heading, there is content provided by several pharmaceutical companies. Immediately below this heading, it is clearly stated that this section contains '**Curated content funded or commissioned by the healthcare industry**'.

The information provided by Accord appears as the last paragraph in this '**Healthcare Information**' section of the email at issue. The title of this paragraph is '**Review the safety profile of ORGOVYX [invested black triangle] (relugolix) in eligible patients with advanced prostate cancer**'. The paragraph in the email goes on to refer to the safety profile of the stated medicine in this therapy area as observed in a particular Phase 3 study. Immediately before the '**Read more**' link, there is a clear statement indicating '**Promotional information from Accord intended for UK Healthcare Professionals only**'.

It should be noted that the content immediately visible to the reader upon opening the email was the material corresponding to the email's title, 'Reynaud's phenomenon: red flags and when to refer.' Although promotional information was included within the same email, it appeared in a distinct section, clearly separated from the clinical content. As mentioned above, this section was introduced under a clear heading and sub-heading indicating that the information that followed was funded or commissioned by the healthcare industry. The Accord-approved content was explicitly identified as relating to an Accord medicine and was clearly visible to the reader that it is promotional in nature. It was then entirely at the reader's discretion whether to click the 'Read more' link to access that promotional material. Accordingly, the reader is not 'duped' into viewing promotional information; instead, they are provided with clear signposting and the ability to choose whether to engage with it.

Further, we consider that the reader of the email at issue did, in fact, have a choice as to whether they engaged with promotional information or not. Within the further information from the complainant on 21 Nov 2025, it clearly states within section 2.5 that '**You can opt-out from any specific communications by using the unsubscribe facility in the communication itself or via the [third party's] website**'. This is further supported by [document provided] which describes the Clinical Bulletin opt-in process for [the third party] members where consent to receive the Clinical Bulletin remains explicit and members can opt-in or opt-out from several pages, including the Communication preferences. A sub-section of opt-in options with the Communication preferences includes '**The Clinical Bulletin: a roundup of medical article and speciality-specific resources delivered to your inbox. The Clinical**

Bulletin may contain promotional information, including information about prescription-only medicines from the pharmaceutical industry.' Therefore, If the complainant did not want to see any promotional materials from pharmaceutical companies, they could have opted out of the Clinical Bulletin emails. Furthermore, within the same email the complainant states '*I have consented to receive occasional promotional information*'.

In-light of the above, we deny the allegation that the promotional information provided by Accord and included in the email at issue was disguised. Therefore, we refute any breaches of Clause 3.6 and 15.6. It therefore follows that we deny any breach of Clause 5.1."

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 Accord. There was no content from Accord 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 Accord was contained within this "HEALTHCARE INFORMATION" section of the email. It read:

Review the safety profile of ORGOVYX®▼ (relugolix) in eligible patients with advanced prostate cancer

The safety profile of ORGOVYX® vs. leuporelin in advanced prostate cancer was evaluated in the Phase 3 HERO study.³ Find out how the incidence of adverse events, including major cardiac adverse events, compared for the two treatments. Promotional information from Accord intended for UK Healthcare Professionals only. **Read more >**
Prescribing information for ORGOVYX®▼ (relugolix)>

Adverse events should be reported. Reporting forms and information can be found at yellowcard.mhra.gov.uk. Adverse events should also be reported to Accord-UK LTD on 01271 385257 or email medinfo@accord-healthcare.com.

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The Panel acknowledged Accord's submission that the content provided by Accord for the email at issue was certified as promotional. It included a clear statement indicating "Promotional

information from Accord...” and appeared within a distinct section of the email, which was introduced under a clear heading and was clearly separated from the clinical content. All other content was the responsibility of the email’s publisher. The Panel also acknowledged Accord’s submission that at the point of subscribing to the Clinical Bulletin, it was made clear that the Clinical Bulletin “...may contain promotional information, including information about prescription-only medicines from the pharmaceutical industry”, and that recipients could opt out of receiving these emails.

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 Accord. 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 Accord 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 Accord 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