CASE/0513/03/25

COMPLAINANT v ORGANON

Allegations about a counselling tool

CASE SUMMARY

This case was in relation to a counselling tool for Nexplanon (etonogestrel) which Organon had allegedly funded. The complainant alleged that the tool was promotional but did not provide prescribing information or adverse event reporting information, nor had it been certified. The complainant further commented that the compliance culture was not adequate at Organon.

There was an appeal by the complainant of one of the Panel's rulings.

The outcome under the 2024 Code was:

Breach of Clause 5.1	**Failing to maintain high standards**
Breach of Clause 8.1	**Failing to certify promotional material**
Breach of Clause 12.1	**Failing to include up-to-date prescribing information**
Breach of Clause 12.6	**Failing to include the prominent adverse event reporting statement**

No Breach of Clause 2 [Panel's no breach ruling upheld at appeal]	**Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry**

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 Organon Pharma (UK) Limited was received from a contactable complainant who described themselves as a health professional.

COMPLAINT

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

> "Organon had funded a promotional counselling tool on the contraceptive implant Nexplanon. The funded tool was hosted on [URL provided] The tool was promotional as the only contraceptive implant available is the Organon Nexplanon implant and Organon had sponsored the production of the tool. The tool did not provide prescribing information or adverse event reporting for Nexplanon. The promotional tool had not

been certified either. Breaches of Clauses 8.1, 12.1, 12.6, 5.1 and 2. It was concerning that Organon had an inhouse medical signatory who had been in post for a significant period of time since 2024 but had not tackled this uncompliant material. The compliance culture was not adequate. Serious compliance issues persist at Organon."

When writing to Organon, the PMCPA asked it to consider the requirements of Clauses 12.6, 12.1, 8.1, 5.1 and 2 of the 2024 Code.

ORGANON'S RESPONSE

The response from Organon is reproduced below:

"We are writing in response to the complaint received under Case/0513/03/25 regarding alleged breaches of the following clauses 8.1, 12.1, 12.6, 5.1 and 2, with regards to the alleged promotion of Nexplanon in a counselling tool. We appreciate the opportunity to address the complainant's concerns. We have conducted a thorough internal review to fully understand the complaint and ensure our response is comprehensive and accurate.

Commitment to Ethical Standards
At Organon, we uphold the highest standards of ethical conduct and regulatory compliance. We strive to ensure our materials and activities provide healthcare professionals (HCPs) with accurate and essential information, maintaining transparency and integrity in all our interactions whilst also meeting the relevant requirements of the ABPI code of practice. As ABPI members, our goal is to ensure that all of the information disseminated by us meets the relevant regulatory requirements. We take this complaint very seriously and appreciate the opportunity to address the healthcare professional's concerns.

Context for the Complaint

The [named healthcare organisation] is a community interest company dedicated to supporting practitioners interested in women's health issues by providing education, resources, events, and news. The [named healthcare organisation] aimed to create a comprehensive counselling tool designed to assist healthcare professionals in making clinical decisions and how to counsel their patients.

The counselling tool in question was a hands-off sponsored resource created by the [named healthcare organisation] under a sponsorship agreement with [named pharmaceutical company]. The sponsorship agreement was in response to a request received by [named pharmaceutical company] from the [named healthcare organisation] on 17th August 2020.

With this being a hands-off sponsorship, there was no pharmaceutical company influence over the content of this tool. This tool was not a promotional material therefore, the requirement for certification and the provision of adverse event reporting and prescribing information is not required.

The relationship between [named pharmaceutical company] and Organon

[Named pharmaceutical company] spun off its women's health, established brands, and biosimilars businesses/teams into a new independent company named Organon & Co.,

which became operational in June 2021. Organon Pharma (Uk) Limited is the UK affiliate of Organon & Co.

Organon Pharma (UK) limited had no involvement in the sponsorship agreement with the [named healthcare organisation] outlined above, which was an agreement with [named pharmaceutical company] prior to 'spin-off' outlined above.

Following an internal check of Organon sponsorships, it was noted that this material was still LIVE on the [named healthcare organisation] website. With the 'spin off' some Women's Health team employees who previously worked for [named pharmaceutical company] and now work for Organon recognised this material. The activity owner of this sponsorship has left Organon and therefore current employees were not aware of to what was agreed in the [named pharmaceutical company] sponsorship contract. Organon noted that no declaration of sponsorship statement was present on this material on the [named healthcare organisation] website.

Organon was aware that they could not add a sponsorship statement on behalf of [named pharmaceutical company], especially since the Women's Health team now resides in Organon. However, Organon felt that we must ensure that the spirit and requirements of the code were met as per Clause 25.3:

'Companies must ensure that all sponsorship is clearly acknowledged from the outset. The wording of the declaration of sponsorship must be unambiguous and accurately reflect the extent of the company's involvement and influence over the material.'

Since the women's health team who originally sponsored this resource now resides within Organon, the team wanted to ensure that it was clear that a pharmaceutical company had sponsored this material. To ensure a behaviour that correlates with transparency and high standards, the [named healthcare organisation] was contacted to include the sponsorship statement: '*This resource is sponsored by Organon, Organon have had had no involvement in, or influence over the content.'*

Clause 8.1, 12.1 & 12.6

Organon is unable to comment on the content of the counselling tool due to their lack of involvement. The women's health teams' involvement in the counselling tool was to provide an arm's length sponsorship. The counselling tool was created by a bone fide healthcare organisation with scientific/educational content to an audience of primary care healthcare professionals with an interest in women's health. Organon therefore cannot be held responsible for the content which may or may not have mentioned their products. As a result, the requirement of certification, the provision of prescribing information and the adverse event reporting statement is not applicable therefore Organon denies breaches on 8.1, 12.1 and 12.6.

Clause 5.1 and Clause 2

Organon recognises that there are other actions that could have been taken in this situation. The actions taken were in the spirit of adhering to the requirements of sponsorships as per the ABPI code. Given the extra level of due diligence demonstrated by the Women's Health team, Organon believes high standards were maintained and therefore deny breaches of clause 5.1 and 2.

We appreciate the opportunity to clarify our position and thank you for bringing this matter to our attention.

Please contact us if you require further information."

PANEL RULING

This case was in relation to a counselling tool for Nexplanon (etonogestrel) which Organon had allegedly funded. The complainant alleged that the tool was promotional but did not provide prescribing information or adverse event reporting information, nor had it been certified. The complainant further commented that the compliance culture was not adequate at Organon.

Organon submitted that the counselling tool was a "hands-off sponsored resource" created by a healthcare organisation under a sponsorship agreement with another pharmaceutical company, following a request from the healthcare organisation in August 2020. Organon explained that this other pharmaceutical company had "spun off" some its brands, including Nexplanon, into a new independent company named Organon & Co, which had become operational in June 2021.

Organon submitted that it had noted the counselling tool was still live on the healthcare organisation's website following an internal check of Organon's sponsorships. Organon noted that no declaration of sponsorship was present on the material and as the Women's Health team which had originally sponsored the resource now sat within Organon, and wishing to comply with the requirements of Clause 25.3 of the Code, Organon requested that the healthcare organisation update the counselling tool to include a sponsorship statement.

Organon submitted that:

1. This was a hands-off sponsorship, meaning there was no pharmaceutical influence over the content of the tool.
2. The tool was not promotional material and therefore there was no requirement for certification, an adverse event reporting statement, and/or prescribing information.

The Panel had to decide the following:

1. Was Organon responsible for the content of the resource produced by the healthcare organisation?
2. Was the counselling tool promotional for Nexplanon?

<u>Responsibility under the Code</u>

Organon submitted that it was unable to comment on the content of the counselling tool due to its lack of involvement. As outlined above, the counselling tool was produced following a hands-off sponsorship with another pharmaceutical company. Organon submitted that the counselling tool was created by a healthcare organisation with scientific/educational content to an audience of primary care professionals with an interest in women's health. Organon could therefore not be held responsible for the content of the tool which may or may not have mentioned its products.

The Panel considered that it is possible for a company to sponsor material produced by an independent organisation which mentions its own products and not be liable under the Code for its contents, but only if, among other things, there has been a strictly arm's length arrangement between the parties. It is an established principle that if a company was aware prior to funding that the sponsored material would mainly discuss the company's medicine and/or positively position it above other treatments then the arrangement could not be considered strictly arm's length.

Organon submitted that *"the activity owner of this sponsorship has left Organon and therefore current employees were not aware of to what was agreed in the [named pharmaceutical company] sponsorship contract"*. The Panel queried how Organon could be confident that the arrangement between the other pharmaceutical company and the healthcare organisation was strictly arm's length if it was not aware of what was agreed to in the contract.

Organon submitted that some employees, who had previously worked for the other pharmaceutical company, "recognised" the counselling tool. The Panel noted that the title of the tool was 'Progestogen-only implant counselling tool'. The complainant alleged that Nexplanon was the only progestogen-only implant on the UK market at the time. Organon did not dispute that in its response to the complaint, so the Panel accepted that this was the case.

The Panel noted that the counselling tool contained a statement indicating that the material was sponsored by Organon: *"…This resource is sponsored by Organon, Organon have had no involvement in, or influence over the content."* This had been added at the request of Organon, to ensure that the spirit and requirements of Clause 25.3 of the Code were met. The Panel did not have before it the communication between Organon and the healthcare organisation, nor details on what the relationship was between the two parties. The Panel considered that, to a viewer, the clear impression would be that Organon had currently sponsored this document.

The Panel considered that Organon would have been aware of the title of the tool when its employees had "recognised" it, and that title clearly indicated that the material would mainly discuss Nexplanon. In the Panel's view, Organon should have realised at this point that it was not possible to sponsor the material through a strictly arm's length arrangement and not be liable for the content under the Code.

The Panel acknowledged Organon's intention was to seek compliance with the Code by requesting the declaration of sponsorship be added to the resource. However, by doing so in the knowledge that the content would mainly discuss their product, the Panel concluded that Organon had assumed responsibility for the counselling tool.

<u>The counselling tool</u>

The counselling tool in question was a two-page document. The first page contained little information and consisted of:

1. A prominent name and logo of the healthcare organisation at the top of the page
2. The title of document – 'Progestogen-only implant counselling tool'
3. A statement regarding the authors – "Compiled by [three named doctors and a named advanced nurse practitioner] on behalf of the [named healthcare organisation]"
4. A statement that the document was "Reviewed by [named doctor] (April 2023) – Next review date in 2025"
5. A disclaimer at the bottom of the page which stated, in italics, that: "This guidance was compiled by the [named healthcare organisation] and was correct at the time of going to press. This resource is sponsored by Organon, Organon have had no involvement in, or influence over the content."

The second page of the counselling tool started with an emboldened introductory paragraph which stated: "This tool is designed to assist you in making clinical decisions about when to recommend the use of the progestogen-only implant for contraception and how to counsel your

patient" and subheadings such as: "What is the implant?", "What are the benefits?", "Is it low risk?" and "What are the side effects?".

The Panel considered the counselling tool to be solely focussed on the progestogen-implant. As set out above, the Panel accepted the complainant's allegation that Nexplanon was the only progestogen-implant available in the UK at the time. The Panel took account of the counselling tool's positive statements regarding the implant:

1. "It is an extremely effective method of contraceptive…"
2. "Long lasting and reliable…"
3. "Most effective method available…"
4. "Appropriate for any age…"
5. "Suitable for virtually all women of reproductive age…"
6. "There are very few contraindications…"

Taking account of the above, the Panel concluded that the counselling tool was promotional material for Nexplanon and therefore it should have included prescribing information (as required by Clause 12.1) and an adverse event reporting statement (as required by Clause 12.6) which it did not.

Given the Panel's conclusion that Organon was liable for the content of the tool under the Code, it followed that Organon was responsible for the absence of the prescribing information and adverse events reporting statement. The Panel therefore ruled **breaches of Clause 12.1 and Clause 12.6** of the Code. In addition, the material had not been certified, which is also a requirement for promotional material. The Panel ruled **a breach of Clause 8.1** in this regard.

The complainant also alleged that the compliance culture at Organon was not adequate and that serious compliance issues persist. The Panel appreciated the particular circumstances of this case which involved a sponsorship and associated material which had been inherited by Organon from another company. Whilst the Panel understood that Organon had been trying to comply with the spirit of the Code in requesting a declaration be added to the counselling tool, the Panel considered that Organon had shown a lack of due diligence in adding such a statement without considering if it was appropriate and what other Code requirements arose as a consequence. Promotional material for Nexplanon was missing important safety information i.e. the prescribing information and adverse event reporting statement. In this regard, the Panel considered that Organon had failed to maintain high standards and ruled **a breach of Clause 5.1**.

The Panel noted that Clause 2 was a sign of particular censure and reserved for such use. The Panel considered that the matters raised by the complainant were adequately covered by its rulings above and did not consider that a breach of Clause 2 was warranted. The Panel therefore ruled **no breach of Clause 2.**

APPEAL BY THE COMPLAINANT

The complainant appealed the Panel's ruling of no breach of Clause 2. The complainant's reasons for their appeal are reproduced below with typographical errors corrected.

> "Notifying of you appeal for NO BREACH of clause 2 in Organon case - Case/0513/03/25. Below are the appeal reasons as to why Organon should be found in breach of Clause 2 for the counselling tool: * Organon claim in their response that they

had no involvement in the sponsorship agreement. However Organon then state in their response that during internal checks they did become aware of sponsoring the tool. Despite this awareness, Organon neglected the need to check and verify the sponsorship was appropriate. This demonstrates a complete lack of governance and understanding around compliance requirements which directly reduces confidence in the industry * Organon have not provided a copy of the sponsorship document which brings into question the accountability and record keeping despite funding an independent organisation. * Transfer of funds was provided from Organon to [named healthcare organisation] for a promotional document on their own product. Despite this, Organon claim in their response that this tool was not a promotional material and did not need mandatory promotional requirements. This is a clear competency and transparency issue with whoever had investigated and written this response. It further demonstrates Organon are not familiar with their own industry code of practice which itself reduces confidence and brings discredit to the industry. *Organon instructed [named healthcare organisation] to add a sponsorship declaration but did not proactively address the several issues of the actual item when there was an opportunity to do so. If the declaration issue was bought to the attention of the signatory, it is concerning the signatory then failed to address and solve the matter. * The response makes clear that Organon have a poor understanding of the code, notably Organon have failed to classify the differences between promotion and non-promotion. * A number of statements which risk patient safety were present on the counselling tool. Such claims include that the implant was appropriate for any age, there are very few contraindications and suitable for virtually all women of contraceptive age. This is a clear breach of clause 2 considering these statements were grossly inaccurate and would directly impact patients negatively. * The tool was available for a significant period of time due to Organon inaction which will have led to many HCPs being provided with inappropriate promotional messaging about the Organon implant product. This severely brings discredit to the industry and dents confidence. * Adverse event safety reporting information is an important safety requirement which was omitted. This is further compounded by no prescribing information provision, multiplying the safety risk. This itself is a clause 2 considering the impact on patients. * The panel have correctly found Organon in breach of several clauses including the lack of certification and failing to maintain high standards which are mandated by self-regulation. The no breach ruling of clause 2 despite the serious multiple breaches found is inconsistent with the serious challenges of patient safety risks considering Organon had themselves funded this material and then had failed to address issues when they had the chance to do so at a later stage. * Organon need to be held accountable for their record keeping, lack of compliance understanding in both their response to this case as well as the failure to proactively rectify issues with the tool. Patient safety is paramount and the tool had put this is in severe risk which is a definitive clause 2 breach. Urge the appeal board to consider the overall severity and multiple failings with this tool, which would be a clause 2 breach ruling. Will not be present at the appeal. Please confirm appeal receipt and progress with the appeal in this case."

RESPONSE FROM ORGANON

Organon's response to the appeal is reproduced below:

> "At the outset, Organon wishes to state clearly that it agrees with the Panel's conclusion that a breach of Clause 2 is not warranted. Organon fully supports the Panel's

assessment that Clause 2 is a sign of particular censure and that the matters raised in this case have been appropriately and proportionately addressed under other Clauses of the Code.

Accordingly, Organon accepts the Panel's findings in relation to breaches of Clauses 12.1, 12.6, 8.1 and 5.1. Note that Clause 6.1 was not alleged in the first instance. This appeal is therefore limited to providing further factual context and to supporting the Panel's conclusion that a breach of Clause 2 would not be justified.

Preliminary clarification: additional information provided on appeal

Organon wishes to explain why certain information referred to in this appeal was not included in its original response.

At the time of Organon's initial submission, Organon did not have access to the original sponsorship contract between the healthcare organisation and the predecessor pharmaceutical company. This was because the sponsorship had been inherited following corporate separation and the original activity owner was no longer employed by Organon.

Following the Panel's ruling, Organon managed to obtain a copy of the relevant contract from a third party acting on behalf of the healthcare organisation. This has enabled Organon to better understand the original intent and structure of the sponsorship arrangement. The inclusion of this information on appeal therefore reflects the availability of further and better particulars, rather than any change in Organon's position.

In addition, Organon now wishes to clarify that its sponsorship governance and controls have been further strengthened since the period relevant to this case.

1. August 2024 actions: context and intent

In August 2024, when an Organon representative contacted the third-party organisation to request that a declaration of Organon's involvement be added to the resource on the healthcare organisation's website, Organon was managing a high volume of PMCPA complaints and internal reviews relating to sponsorship transparency and declaration issues, largely arising from historical arrangements.

At that time, Organon was undertaking a proactive exercise to identify potential compliance risks and to correct them. The intent of requesting the sponsorship declaration was therefore positive and risk-focused: to increase transparency, align with the spirit of the Code and remediate potential non-compliance.

There was no intention to promote Nexplanon or to circumvent Code requirements. Organon acknowledges that, with hindsight, additional consideration should have been given to checking the resource's content when adding the declaration, which is appropriately reflected in the Panel's Clause 5.1 finding. However, the actions taken demonstrate good faith efforts to identify and correct risk.

2. Organisational change and strengthened compliance culture

Over the last 18 months, Organon has undergone significant organisational change and now operates with a robust and embedded compliance programme. The specific elements that apply to sponsorships include:

- From January 2025 to date, several regular company-wide compliance interventions (from Code/SOP training to Concept Meetings and Case Awareness surgeries) have been implemented, to strengthen baseline compliance knowledge on sponsorships and more.
- From May 2025, Organon implemented a revised sponsorship process flow which explicitly requires Appropriately Qualified Person (AQP) approval as part of the sponsorship lifecycle.
- From June 2025, Organon's UK sponsorship contract template also clearly requires prior provision of full sponsorship details, including the nature of the sponsorship, benefits received and disclosure arrangements, before execution.
- This is supported by a defined compliance checklist designed to simplify and standardise these requirements and to ensure consistency and completeness before any sponsorship proceeds.

As a result of these interventions, Organon would like to reassure the Appeal Board that the circumstances giving rise to this case would not arise today.

3. Appellant's Clause 2 argument and Organon's response

Organon understands that the appellant's assertion that Clause 2 should apply is founded on the predominant view that the claims within the resource were not acceptable and that, as a result, the absence of review and certification amounts to a serious failing.

Organon respectfully submits that this reasoning does not properly take account of the factual circumstances in which the sponsorship first arose.

Had any of the following occurred at the outset:

- the original request for funding identified the title or substantive focus of the resource,
- the third-party organisation provided the resource material to Organon for review or comment, or
- Organon understood the arrangement to be a sponsorship of material, rather than a hands-off grant,

then Organon would, without question, have treated the promotional material as requiring certification. In those circumstances, the content, claims, balance and inclusion of prescribing information and adverse event reporting would have been assessed in accordance with the Code.

The absence of such review did not arise from disregard for the Code, nor from acceptance of the content as compliant, but from a misunderstanding of the nature of the funding arrangement and a lack of visibility of the content prior to publication. This is the critical distinction.

Once Organon became aware of the material, its actions were directed toward risk identification and remediation, not promotion, dissemination or endorsement of the resource. While the Panel correctly identified shortcomings in due diligence, these circumstances do not support a finding of conduct that brings discredit upon the pharmaceutical industry.

Organon therefore submits that the appellant's reliance on the quality of the claims within the resource does not justify escalation to Clause 2, and that the Panel was correct to conclude that the issues were adequately addressed under the breaches ruled.

4. Clause 2 proportionality and PMCPA position

Organon respectfully submits that the Panel's conclusion of no breach of Clause 2 is consistent with established PMCPA rulings. Clause 2 has consistently been reserved for cases involving serious, deliberate or systemic failures that bring discredit upon the pharmaceutical industry.

For example, in Case AUTH/3404/10/20, a breach of Clause 2 was ruled because the company knew from the outset that the material was primarily focused on, and intended to support the use of, its own medicine. In that case, the content was inherently promotional in nature. This is materially different from the circumstances of the present case.

By contrast, in other cases the Panel has concluded that similar matters are more appropriately addressed under the relevant specific clauses, without escalation to Clause 2. This approach was reflected in a recent ruling involving Organon (Case 0446/01/25) concerning a third-party sponsored webinar, where no breach of Clause 2 was found. The Panel noted that the information available to Organon at the time of sponsorship did not indicate that Organon's products would be the main topic of discussion, and there was no evidence that Organon had initiated, influenced, or had the ability to influence the content. The sponsorship arrangements were therefore considered to be arm's length.

These cases illustrate that distinctions between sponsorships with benefits, grants and arm's-length or hands-off funding arrangements can be complex, and that not all compliance issues arising in this context warrant escalation to Clause 2. Indeed, the PMCPA Abridged Procedure expressly permits consideration of breaches of Clauses 5.1 and 8.1 without Clause 2 being additionally engaged, demonstrating that Clause 2 is not invariably relevant.

Organon submits that the present case falls squarely within that category. The issues identified arose from inherited arrangements, misunderstanding of sponsorship categorisation, and efforts to remediate historical risk. They do not demonstrate

deliberate misconduct, a disregard for the Code, or any deficiency in Organon's current compliance culture.

Accordingly, Organon agrees with the Panel that the threshold for a breach of Clause 2 has not been met.

Conclusion

For the reasons set out above, Organon respectfully asks the Appeal Board to uphold the Panel's proportional ruling that Clause 2 is not warranted in this case.

While Organon fully recognises the seriousness of the claims identified by the Panel, the absence of prior visibility, endorsement or dissemination of the content by Organon, together with prompt remedial action once awareness arose, leads us to believe these issues do not meet the high threshold of serious, reckless or deliberate misconduct required for a breach of Clause 2.

We would be more than happy to discuss our strengthened compliance programme, bespoke training and how our relevant undertakings have been actioned and communicated widely across the organisation."

FINAL COMMENTS FROM THE COMPLAINANT

There were no final comments from the complainant.

APPEAL BOARD RULING

The Appeal Board observed that Organon had spun off from another pharmaceutical company and become operational in June 2021. In the sponsorship agreement which was believed to have resulted in the production of the counselling tool, and had been provided by Organon in response to the appeal, the Appeal Board observed that Organon was referenced. However, the Organon representatives at the appeal stated that, at the time of the sponsorship agreement (November 2020), Organon was acting as a "company within a company," with the registered address and employees still belonging to that of the previous pharmaceutical company and that whilst the previous company owned this sponsorship they had begun to start using the name Organon.

The Organon representatives explained to the Appeal Board that during 2024, they had provided training to staff about appropriate declaration requirements. This prompted an employee to request that a declaration of Organon's sponsorship be added to the counselling tool on the healthcare organisation's website. It was unclear how the employee had become aware of the counselling tool and they had since left the company. On receipt of this complaint, Organon's investigation discovered that this action by the employee had not been communicated to anyone else within Organon.

The Organon representatives at the Appeal Board acknowledged that the sponsorship was not strictly arms-length and that the counselling tool was not acceptable in its current form and would not have been approved if seen by a final signatory. Organon confirmed that the tool was promptly removed from the website on receipt of the complaint and submitted that it now had processes and training in place to help prevent such issues reoccurring.

Whilst the Appeal Board expressed concerns about some of the content and language in the counselling tool, it observed that the tool appeared to have been written by several health professionals and not by Organon. The Appeal Board observed that the counselling tool was intended for health professionals, that Nexplanon was a well-established medicine, and that those responsible for administering the implant would be trained fitters. The Appeal Board considered that additional materials would likely be utilised by health professionals when prescribing and administering Nexplanon.

The Appeal Board considered that although there had been a number of failings, these were adequately covered by the Panel's rulings of breaches of the Code including the breach of Clause 5.1 for failing to maintain high standards, which Organon had accepted. The Appeal Board did not consider that the threshold for a breach of Clause 2 had been reached, consequently it upheld the Panel's ruling of no breach of Clause 2. The appeal was unsuccessful.

Complaint received **19 March 2025**

Case completed **26 February 2026**