CASE/0834/12/25

HEALTH PROFESSIONAL v NOVARTIS

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

CASE SUMMARY

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

The outcome under the 2024 Code was:

Breach of Clause 3.6 (x2)	**Disguising promotional material or activities**
Breach of Clause 15.6 (x2)	**Disguising promotional material or activities**

No Breach of Clause 5.1	**Requirement for companies to maintain high standards at all times**

This summary is not intended to be read in isolation.
For full details, please see the full case report below.

FULL CASE REPORT

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

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

The complaint was taken up against Novartis Pharmaceuticals UK Ltd in Case/0834/12/25. The corresponding cases against the other companies are: Case/0748/09/25, Case/0832/12/25, Case/0833/12/25, 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], Novartis, [other named pharmaceutical company]) 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 Novartis, 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 Novartis, the PMCPA asked it to consider the requirements of Clauses 3.6, 15.6 and 5.1 of the 2024 Code.

NOVARTIS' RESPONSE

The response from Novartis is reproduced below:

"We write in response to your letter dated 6 February 2026, detailing a complaint relating to the above-mentioned matter (the '**Complaint**').

The Prescription Medicines Code of Practice Authority (the '**PMCPA**') has invited Novartis Pharmaceuticals UK Limited ('**Novartis**') to consider whether certain clauses of the ABPI Code of Practice for the Pharmaceutical Industry 2024 (the '**Code**') have been breached.

Novartis takes any complaint about our conduct and the content that we produce very seriously. We have set out our response in full below.

1. THE COMPLAINT BACKGROUND

The Complaint relates to two emails from [a professional network for doctors in the UK – "the third party"] received by the Complainant, whereby the Complainant noted that:

(a) on 9 September 2025, the Complainant received an email from [the third party] forming part of the Clinical Bulletin offering and titled 'Raynaud's phenomenon: red flags and when to refer' (the '**First Email**'),

(b) the First Email consisted of two initial articles created by [the third party], including the article described in the subject line, followed by a separate section containing content that has been curated or funded by the healthcare industry. Within the separate section, Novartis, amongst a number of other pharmaceutical companies, had purchased advertisement space for promotional content relating to the reimbursement of its product ribociclib for eligible patients with HR+/HER2- early breast cancer. The Complainant alleges that the subject line and the title of the email was misleading, and that they were '*forced / coerced into engaging with pharmaceutical promotional content when it is not expected/wanted*' . The Complainant believes the email is an example of disguised promotion,

(c) on 14 October 2025, the Complainant received a further Clinical Bulletin email from [the third party] titled 'NHS pension update and tips to ensure yours is in good shape' (the '**Second Email**'). The Second Email follows the same format as the First Email, with two independent articles [by the third party] preceding a section containing healthcare industry

funded/commissioned content. Within the separate section, Novartis, amongst a number of other pharmaceutical companies, had purchased advertisement space for promotional content relating to its product ribociclib and its use in eligible older patients with advanced breast cancer. The Complainant alleges that '*the sender profile, subject line and lack of disclaimer makes the clinical bulletin email….disguised promotion and is a breach of maintaining high standards. There is a mix of independent content and promotional content but this is not evident from the outset.*', and

(d) the Complainant confirms that they have consented to receive occasional promotional information and that consent is not an issue here.

2. NOVARTIS' RELATIONSHIP WITH [THE THIRD PARTY]

The Complainant refers to an offering from a [named] third-party platform for UK doctors which is operated by [named publisher]. [The third-party platform] is the UK's largest professional network of doctors, providing an online community for GMC-registered doctors to keep up-to-date and improve their clinical knowledge and practice. [The third party] is highly regarded within the industry and by healthcare professionals as a provider of medical education.

The main source of information for subscribers to [the third party] is a website portal which contains educational, news and analysis content provided primarily, independently by [the third party's] editorial team, but with opportunities for the pharmaceutical industry to fund and provide content.

Novartis and [named publisher] have a long-standing business relationship, working together on an extensive number of educational campaigns across therapy areas. Prior to the current case, no Code complaints have been received by Novartis in relation to these campaigns.

The specific material which is the subject of the Complaint is the [third party's] Clinical Bulletin, a bi-weekly (twice per week) newsletter style email communication for UK doctors highlighting new and of interest content [by the third party], as well as community updates (the '**Clinical Bulletin**'). The Clinical Bulletin consists of:

(i) content created by the [third party's] editorial team; and

(ii) content created and funded by the pharmaceutical industry.

As confirmed by [named publisher], in order to receive the Clinical Bulletin, members of [the third-party platform] would have provided consent to receive this email communication. Members are able to opt-in to receive the Clinical Bulletin from a number of different pages within the [third-party] platform, for example, on registration or when accessing the 'Communication Preferences' section. As part of the opt-in process to receive the Clinical Bulletins, [named publisher] has confirmed that members are made aware that the Clinical Bulletin may contain promotional information. We understand from [named publisher] that [the third

party] will tailor the Clinical Bulletin content based on an individual's self-reported communication preferences (i.e. their specialty), in order to ensure the information received by the member is appropriate and of relevance.

[Named publisher] was engaged through a fee for service arrangement with Novartis to provide certain advertising campaign services to Novartis (the '**Campaigns**'). Services included the writing, design and build of campaign content, along with the purchase by Novartis of promotional advertising space in a number of different formats offered by [the third party] during a defined time period. One of the advertising opportunities included space within the Clinical Bulletin. The intended audience for both Campaigns was UK doctors who have subscribed to [the third-party platform] and indicated 'oncology' as their specialty, and who have given appropriate consent to receive promotional content envisaged by these Campaigns. Both of the Campaigns were set to be promoted to this target audience for 1 month. Copies of the Clinical Bulletin advertisements forming part of the Complaint have been provided [to the Panel] (the '**Novartis Content**').

In line with usual working practices between Novartis and its third-party service providers, [named publisher] were instructed not to provide, upload, or share the Novartis Content externally without having received prior written approval from Novartis that it is permitted to do so. Novartis reviewed and certified the Novartis Content, for which it is responsible, in advance of the content being published in the Clinical Bulletin.

3. NOVARTIS' RESPONSE TO THE ALLEGED BREACHES

As requested by the PMCPA, we have considered the requirements of Clauses 3.6, 5.1, and 15.6 of the Code.

Clause 3.6 and 15.6

In summary, the Complainant alleges that both the First Email and Second Email constituted disguised promotion for the following reasons:

(i) the subject line and title of the First Email ('Clinical Bulletin') was misleading. The Complainant opened the email thinking that the content would be about this topic, but when they clicked on the email they were '*presented with pharmaceutical industry advertising*';

(ii) in the Complainant's words '*at no point were they expecting to see all of this advertising*'. They felt '*forced / coerced into engaging with pharmaceutical promotional content when it is not expected/wanted*'; and

(iii) the sender profile, subject line and lack of disclaimer makes the Clinical Bulletin email disguised promotion.

In the further information from the Complainant received by the PMCPA on 21 November 2025, the Complainant explicitly states that consent is not an issue

here and they have consented to receive promotional information from third parties. As part of the subscription process for clinical bulletins, subscribers are made aware that this form of communication may include promotional information. The Clinical Bulletin has been running in the same format for over 18 years. Given the well-established format of the Clinical Bulletin, long-standing subscribers would be familiar with the format comprising of a combination of [the third party's] editorial content and promotional advertising from the pharmaceutical industry.

In both the First Email and the Second Email, the subject line referenced the first article independently created by [the third party's] editorial team. It is reasonable to assume that the Complainant opened the emails because they were interested in the content referenced in the subject line. Novartis refutes that the subject line is misleading, as the Complainant opened the emails and received at the outset the exact content which they had decided was of interest to them. The Complainant would have had the option to consume this content first, before reading further to access the section containing pharmaceutical industry advertising. Similarly, the sender profile, clear from the outset of the emails, confirms that the email communication is from [the third party]. The Complainant proactively signed up to become a member of [the third-party platform] and confirmed themselves that they have consented to receive promotional information from third parties. Novartis further refutes the Complainant's allegation that the sender profile constitutes disguised promotion.

The Complainant's assertion that there is a lack of disclaimer is factually inaccurate. The format of the Clinical Bulletin clearly separates into two sections: (i) the two initial articles published by [the third party's] editorial team and (ii) promotional advertising from the pharmaceutical industry. At the outset of this separately delineated section, there is a prominent banner with the declaration *'Healthcare Information: Curated content funded or commissioned by the Healthcare Industry*'. This declaration appears before any of the promotional content, including the Novartis Content. After reading this declaration, it would be at the reader's discretion as to whether they wish to continue reading and engage with the promotional content. Contrary to the allegation by the Complainant, Novartis does not believe that readers would feel forced or coerced into engaging with the promotional content.

In addition, the Novartis Content contains its own declaration acknowledging that this is promotional content and clearly indicates the role of Novartis, specifically: '*Promotional information created and funded by Novartis Pharmaceuticals UK Ltd. intended for UK healthcare professionals only*' .

For the reasons set out above, Novartis refutes a breach of clause 3.6 and 15.6.

Clause 5.1

Novartis believes that high standards have been maintained for the following reasons:

(i) Novartis carefully selects the third-party service providers with whom it partners, based on trusted reputation, expertise and familiarity with the Code;

(ii) The Clinical Bulletin is a well-established bi-weekly email communication, providing a valuable source of information for UK doctors aligned to their declared area of specialty. The Clinical Bulletin has been used regularly by Novartis, as well as a number of other pharmaceutical companies, to provide educational content to their target audience. All pharmaceutical industry content is contained and clearly distinguished within the 'Healthcare Information' section of the Clinical Bulletin; and

(iii) Novartis has a robust compliance framework, with clear policies in place governing the creation and approval of promotional materials. The Clinical Bulletin is a dynamic offering, as the version received by a subscriber is tailored to the individual's self-reported communication preferences (i.e. their specialty). Novartis has no control over the independent editorial articles from [the third party] or the other pharmaceutical companies' advertisements included in the Clinical Bulletin, nor would it be appropriate for Novartis to receive other pharmaceutical companies' content from [named publisher]. The final version of the Clinical Bulletin cannot be shared with Novartis for this reason. It is not reasonably feasible to certify every iteration of the Clinical Bulletin due to the dynamic features of the Clinical Bulletin. Novartis certified the elements of the Campaign which were within its control and for which it is directly responsible (i.e. the Novartis Content). The Novartis Content is compliant with the requirements of the Code.

For the reasons set out above, Novartis refutes a breach of clause 5.1.

With regard to the other queries that were raised in the letter dated 6 February 2026:

- **A copy of the material at issue**: this is enclosed. Details as to how the material was used and to whom it was distributed have been provided above;

- **Details of Novartis' relationship with [the third party] including the agreed use of promotional material sent via email**: please refer to the details outlined above; and

- **Copies of any references cited in Novartis' response**: no references have been provided.

4. CONCLUSION

Novartis UK aims to uphold the highest ethical standards and take the content of any complaint seriously. Significant resources are invested to ensure its associates develop a deep understanding of the requirements of the Code and that policies are in place to govern our activities.

In summary, Novartis believes that:

(i) Novartis chose to include promotional advertisements within a reputable platform, based on the fact that members had consented to receive promotional content;

(ii) the Clinical Bulletin is a well-established bi-weekly communication that has run in the same format for over 18 years, comprising of a combination of independent editorial content [by the third party] and promotional advertising from the pharmaceutical industry; and

(iii) within both the First Email and the Second Email, the Novartis Content was included within a separate delineated section, headed by a disclaimer appearing before any of the promotional content, as well as a disclaimer within the Novartis Content itself informing the reader that this was a promotional advertisement,

therefore, Novartis refutes any breach of clauses 3.6, 15.6 or 5.1.

Should you have any further questions please do not hesitate to contact us."

PANEL RULING

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

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

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

New treatment option: KISQALI® (ribociclib) + AI for eligible patients with HR+/HER2- early breast cancer (eBC)[1,2]
Learn about the new NICE recommendation for eligible patients with HR+/HER2- eBC at high risk of recurrence.[1,2] *See the Summary of Product Characteristics for full licensed*

indication. Promotional information created and funded by Novartis for UK healthcare professionals only. **Read more >**
Prescribing information and adverse event reporting (external link) >
FA-11466334 August 2025

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

The information from Novartis was again contained within the "HEALTHCARE INFORMATION" section. It read:

Could KISQALI® (ribociclib) help your eligible older patients achieve their treatment goals in HR+/HER2- aBC?
Explore clinical data to see the efficacy of KISQALI + endocrine therapy compared with placebo + endocrine therapy in patients across different age groups. Promotional information created and funded by Novartis Pharmaceuticals UK Ltd intended for UK healthcare professionals only. **Read more >**
Prescribing information and adverse event reporting (externally hosted) >
FA-11435389 July 2025

The Panel acknowledged Novartis's submission that the 'Clinical Bulletin' was a long-running email newsletter and long-standing subscribers would be familiar with the format comprising a combination of [third party] editorial content and promotional advertising from the pharmaceutical industry. Novartis submitted that the emails were clearly split into two sections, with a prominent banner at the outset of the section including promotional material that stated "Healthcare Information: Curated content funded or commissioned by the Healthcare Industry" and the Novartis content contained its own declaration acknowledging that it was promotional content. The Panel also acknowledged Novartis's submission that as part of the opt-in process to receive the 'Clinical Bulletin', recipients had been made aware that the 'Clinical Bulletin' may contain promotional information.

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 Novartis. The complainant referred to the subject line, sender profile and overall title ('Clinical Bulletin') of the emails and the lack of a disclaimer. The Panel noted that the complainant acknowledged that they had consented to receive promotional information from third parties, but that they wanted to be able to choose whether or not to engage with promotional information. When opening the email, the complainant had not expected to see advertising from pharmaceutical companies and, for the 9 September email, stated that they thought it would be about Raynaud's phenomenon.

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

The Panel considered that the combined effect of each email's subject line and the sender's email address were such that the promotional nature of the Novartis 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 9 September email would be about Raynaud's phenomenon and the 14 October email would be about NHS pensions; there was no indication that the emails also contained promotional material. The Panel ruled a **breach of Clause 3.6 and Clause 15.6** for each email.

Clause 5.1 required that companies must maintain high standards at all times. While the Panel had some concerns that the company had not had sight of the sender email address or subject line when certifying the content that would be included within the 'Clinical Bulletin' emails, the Panel did not consider that the matter at issue demonstrated that Novartis 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**