

## **COMPLAINANT V UCB**

### **Lack of non-proprietary name**

**A complainant, who described him/herself as a concerned UK health professional, complained about material placed on a BMJ website by UCB Pharma Ltd.**

**The material was described by UCB as a ‘tile’; its only written content was the UCB corporate logo followed beneath by medicine name ‘Viridal’. Written on the lower edge of the tile was ‘MEN’S HEALTH’. Viridal (alprostadil) was used to treat erectile dysfunction.**

**The complainant noted that there was no non-proprietary name or unique identifier [reference number] and so he/she was concerned that it had not been certified.**

**The detailed response from UCB is given below.**

**The Panel noted that the tile contained the brand name of the medicine (Viridal) but not the non-proprietary name. The Panel had not seen copies of correspondence nonetheless, UCB appeared to have been let down by its third party agency which generated the tile without submitting it to UCB for certification.**

**Nonetheless, it was a principle under the Code that pharmaceutical companies were responsible for those acting with their authority. As there was no non-proprietary name immediately adjacent to the brand name, and as the tile had not been certified as alleged the Panel ruled breaches of the Code as acknowledged by UCB.**

**A complainant, who described him/herself as a concerned UK health professional, complained about material placed on a BMJ website by UCB Pharma Ltd.**

**The material was described by UCB as a ‘tile’; its only written content was the UCB corporate logo followed beneath by medicine name ‘Viridal’. Written on the lower edge of the tile was ‘MEN’S HEALTH’. Viridal (alprostadil) was used to treat erectile dysfunction.**

### **COMPLAINT**

**The complainant provided a screenshot of the tile and noted that the brand name, Viridal, appeared with no non-proprietary name. Further, the complainant noted that the material bore no unique identifier [reference number] and so he/she was concerned that it had not been certified.**

**When writing to UCB, the Authority asked it to consider the requirements of Clauses 4.3 and 14.1 of the Code.**

### **RESPONSE**

UCB agreed that the tile on a BMJ-hosted website which linked to promotional information on Viridal, omitted the non-proprietary name for the medicine and hence breached Clause 4.3. Investigation revealed that the third party agency which generated the materials did not submit the tile to UCB for certification in breach of Clause 14.1. UCB submitted that if it had reviewed the tile, the omission of the non-proprietary name would undoubtedly have been corrected.

UCB stated that it had removed the tile and the linked content from the site and would only re-launch once the revised link page containing the tile had been formally certified. The agency appointed for this activity had been reminded to ensure that all materials were reviewed by UCB.

UCB stated that it was committed to abiding by the Code and it regretted the above, however it would ensure that appropriate training and awareness was made to all external parties involved in generating such materials to prevent further recurrence.

### **PANEL RULING**

The Panel noted that Clause 4.3 required the non-proprietary name of a medicine to appear immediately adjacent to the most prominent display of the brand name. On electronic advertisements the non-proprietary name should appear immediately adjacent to the brand name at its first appearance and the type size of the non-proprietary name must be such that the information was readily readable.

The Panel noted that the tile contained the brand name of the medicine (Viridal) but not the non-proprietary name. The Panel had not seen copies of correspondence between UCB and its agency. Nonetheless, UCB appeared to have been badly let down by its agency which generated the tile without submitting it to UCB for certification. Pharmaceutical companies were responsible for those acting with their authority. As there was no non-proprietary name immediately adjacent to the brand name, the Panel ruled a breach of Clause 4.3 as acknowledged by UCB. The tile had not been certified as alleged and so the Panel ruled a breach of Clause 14.1 as acknowledged by UCB.

**Complaint received**      **15 July 2019**

**Case completed**        **17 October 2019**