

HEALTH PROFESSIONAL v RAYNER

Promotion of Ilube to the public

A health professional complained that he had received a postal copy of Eye News with an advertisement, placed by Rayner Pharmaceuticals Ltd, for Ilube (acetylcysteine eye drops) visible through the unopened package. The complainant alleged that this was a breach of the requirements that prohibited the promotion of prescription medicines to the public.

The detailed response from Rayner is given below.

The Panel noted that the Code required that postcards, other exposed mailings, envelopes or wrappers must not carry matter which might be regarded as advertising to the public but, as acknowledged by Rayner, an advertisement for Ilube on Eye News had been visible to the public when sent through the post. Breaches of the Code were ruled.

Rayner had chosen a bellyband format to promote Ilube but there was no evidence provided to the Panel to show that anyone in the company had questioned whether the advertisement would be visible to the public when the journal was posted. There was nothing in the media package from Eye News to suggest that bellybands would not be visible in the post and, in the Panel's view, it was for companies to clarify the position before they agreed to use such a format for prescription medicines. The Panel was concerned to note that, prior to this complaint, Rayner did not appear to know that copies of Eye News were distributed in transparent plastic envelopes. The Panel considered that high standards had not been maintained. A breach of the Code was ruled.

Eye News was distributed to a wide range of sub-specialties within ophthalmology, it was not just aimed at prescribers and in that regard the Panel considered it likely that some of the target audience would be more interested in technology and equipment than medicines. The availability of wall planner advertising (not allowed under the Code for prescription medicines) from Eye News should have alerted Rayner to the fact that different types of products would be advertised in the journal and that it would need to ensure that the way in which its prescription only medicine was advertised met the requirements of the Code.

The Panel noted its comments and rulings above and was concerned about the lack of care and attention to detail on a matter that reflected UK law. A breach of Clause 2 was ruled.

A health professional complained about the promotion of Ilube (acetylcysteine eye drops) to the public by Rayner Pharmaceuticals Ltd. Ilube was a prescription only medicine indicated for the relief of dry eye syndromes associated with deficient tear secretion, impaired or abnormal mucus production.

COMPLAINT

The complainant noted that he had received a copy of Eye News through the post with a wraparound advertisement for Ilube clearly visible to the public through the unopened package. The complainant alleged that this was a clear breach of the legal requirements that prohibited the promotion of prescription medicines to the public.

When writing to Rayner, the Authority asked it to consider the requirements of Clauses 2, 9.1, 9.8 and 26.1.

RESPONSE

Rayner submitted that it had placed an advertisement for Ilube in the form of a bellyband in the April/May issue of Eye News. The sole objective of the advertisement was to educate and remind professionals in the ophthalmology field, of the product which had been on the market for decades.

Eye News was an established bimonthly publication in its 26th year distributed to health professionals in the ophthalmic and affiliated fields. The breakdown (for the print readership) was provided and included consultants, trade and industry, optometry, nursing, other health professionals as well as orthoptics, ophthalmic vets, academics, imaging and photography and related specialities.

Eye News offered a media package and the bellyband was chosen due to its prominent visibility to readers of the publication. Eye News confirmed that it had carried bellybands for a range of clients, including for other prescription only medicines.

Rayner stated that it approved the advertisement on the basis of the above, ie for health professionals only. The wording used in the advertisement clearly used professional language, not consumer language. Ilube was a niche product, indicated for the relief of dry eye syndromes associated with deficient tear secretion, impaired or abnormal mucus production – serious ophthalmic conditions.

Rayner submitted that it had not breached any clauses of the Code.

Rayner stated that it now knew that Eye News was wrapped in a transparent plastic envelope, which was clear to the front with an opaque address sheet covering the back. The company recognised that the front of the advertisement could have been viewed by a member of the public during the journal's distribution process. Clearly this was not the company's intention and it had raised this issue with Eye News.

PANEL RULING

The Panel noted that Clause 9.8 stated that postcards, other exposed mailings, envelopes or wrappers must not carry matter which might be regarded as advertising to the public, contrary to Clause 26.1.

The Panel noted that, as acknowledged by Rayner, an advertisement for Ilube, a prescription only medicine, had been visible to the public on Eye News which had been sent through the post; a breach of Clauses 9.8 and 26.1 were ruled.

The company had chosen a bellyband format to promote Ilube but there was no evidence in the emails provided to the Panel to show that anyone in the company had questioned whether the advertisement would be visible to the public when the journal was posted. There was nothing in the media package from Eye News to suggest that bellybands would not be visible in the post and, in the Panel's view, it was for companies to clarify the position before they agreed to use such a format for prescription medicines. The Panel was

concerned to note that Rayner did not appear to know that copies of Eye News were distributed in transparent plastic envelopes until after it had received this complaint. The Panel considered that high standards had not been maintained. A breach of Clause 9.1 was ruled.

The Panel noted that, as acknowledged by Rayner, Eye News was distributed to a wide range of sub-specialties within ophthalmology, it was not just aimed at prescribers and in that regard it considered it likely that some of the target audience would be more interested in technology and equipment than medicines. The Eye News media package offered companies wall planner advertising to raise brand awareness and whilst that might be suitable for equipment etc it was not allowed under the Code for prescription medicines. In the Panel's view, the availability of such advertising from Eye News should have alerted Rayner to the fact that different types of products would be advertised in the journal and that it would need to ensure that the way in which its prescription only medicine was advertised met the requirements of the Code.

The Panel noted its comments and rulings above and was concerned about the lack of care and attention to detail on a matter that reflected UK law. A breach of Clause 2 was ruled.

Complaint received **21 April 2020**

Case completed **3 July 2020**