

CASE AUTH/3466/2/21

COMPLAINANT v LUNDBECK

Lundbeck website

An anonymous contactable complainant who described him/herself as a health professional complained about Lundbeck Limited's corporate website and referred to his/her previous complaint about the same material (Case AUTH/3463/1/21).

The complainant noted multiple other issues and referred to the 'About us' page which he/she stated was not appropriate for members of the public and patients and had not been re-approved since 2018. The complainant added that as there was no prevention of access to the public, referring to the various links and noting that access was not limited to the home page as set out in Case AUTH/3463/1/21.

The complainant noted that Lundbeck UK seemed to have taken down the home page referred to in Case AUTH/3463/1/21 in order to prevent access to the global R&D page but had no oversight that another page also linked onto the same global website with information relating to pipeline and products; Lundbeck should have taken down that page too.

The complainant stated that the above highlighted how badly compliance had been governed in using multiple pages on the website to link to an inappropriate global page. The entire website had not been reappraised for use beyond a two-year point. All the dates on every page of the website were in 2018 and had therefore surpassed a two-year re-approval.

The website had been approved as one and the complainant alleged that it was unacceptable that only the home page was withdrawn as a result of Case AUTH/3463/1/21 when the entire website should have been withdrawn as approval would not allow alteration or approval of a single webpage at any one point without updating the other pages.

The detailed response from Lundbeck is given below.

The Panel noted Lundbeck's submission that the UK website was certified on 7 December 2018 and therefore ruled no breaches of the Code, including Clause 2, in that regard.

The Panel considered that the complainant had not established that the research and development page was promotional and therefore no breach of the Code was ruled.

The Panel noted that the webpage which the user was taken to on the global site from the Lundbeck UK research and development page was titled 'Disclosure of clinical trial information'; it gave the company's policy for scientific publications and clinical trial

data sharing. The Panel further noted Lundbeck's submission that a user would have to navigate the global website in order to find the information on products and pipeline; visitors were not taken directly from the UK research and development page to the separate global pipeline and products pages. The Panel further noted Lundbeck's submission that the Lundbeck UK website was approved with a 'pop-up' informing the reader that they were being redirected to a non-UK website for which Lundbeck UK had no responsibility and every page of the global website stated 'GLOBAL' at the top.

The Panel noted that the link provided by the complainant to the 'about us' webpage on the Lundbeck UK website was not available when accessed by the case preparation manager in this case. Lundbeck had intended to take down the UK website in its entirety in January 2021; the home page was 'unpublished', however, by mistake, the rest of the website remained live. The Panel further noted Lundbeck's submission that when it discovered this error, the remaining pages of the UK website (including the 'about us' page) were taken down (on 1 February 2021) before it received this complaint on 4 February. The Panel noted that the website was first certified in December 2018, and whilst the homepage was unpublished in January 2021, the remaining pages of the website including the 'about us' page remained live until 1 February 2021.

The Panel noted Lundbeck's submission that in withdrawing a single page of a website which was certified in its entirety, the final form of the website had been altered without re-certification; the Panel ruled a breach of the Code in that regard.

The Panel noted that a robust certification procedure underpinned self-regulation. The Panel noted its comments and ruling above and considered that high standards had not been maintained and a breach of the Code was ruled. It did not consider that the particular circumstances of this case warranted a ruling of a breach of Clause 2.

An anonymous contactable complainant who described him/herself as a health professional complained about Lundbeck Limited's corporate website and referred to his/her previous complaint about the same material (Case AUTH/3463/1/21).

COMPLAINT

The complainant stated that he/she had noted multiple other issues about the website since he/she had submitted his/her previous complaint. The complainant referred to the 'About us' page which he/she stated was not appropriate for members of the public and patients (<https://www.lundbeck.com/uk/about-us>) and noted that it stated that the page was last modified 18 May 2020. The code, however, was as follows: 'Date of preparation: December 2018 Job number: UK-NOTPR-0031'. The complainant alleged that the page had thus not been re-approved for continual use since 2018, in breach of Clauses 14.1, 14.3, 9.1 and 2. The complainant added that as there was no prevention of access to public, the research and development section on the page was accessible to anyone including patients and members of the public (in breach of Clause 28.1) in the same way it was accessible via the home page in Case AUTH/3463/1/21. The complainant noted that clicking on the research and development tab to the right-hand side under Lundbeck UK on the 'About us' page changed the image to the left and provided readers with a 'read more' option. Clicking on the 'read more' tab took the reader to a research and development page (Date of preparation: December 2018 Job number: UK-NOTPR-0031). At the bottom of that page there was an option to click for more publications using a 'click here' tab. That then took readers to a global page with pipeline products and a list

of current products and indications . That was again in breach of the same clauses referred to in Case AUTH/3463/1/21 (promoting to public and patients and promotion to health professionals without mandatory information provision). The complainant stated that he/she had not noted that the page linked to the same content as his/her previous complaint whereby it seemed only the home page provided linked to this inappropriate content. The complainant noted that Lundbeck UK seemed to have pulled the home page referred to in Case AUTH/3463/1/21 in order to prevent access to the global R&D page but had no oversight that another page also linked onto the same global website with information relating to pipeline and products; Lundbeck should have pulled that page too.

The complainant stated that the above highlighted how badly compliance had been governed in using multiple pages on the website to link to an inappropriate global page that was not suitable for public, patients or health professionals. The entire website with all webpages had not been reapproved for use beyond a two-year point. All the dates on every page of the website were in 2018 and had therefore surpassed a two-year re-approval resulting in multiple breaches of Clauses 14.1, 14.3, 9.1 and 2.

The complainant further noted that the website had been approved as one as the same job code, UK-NOTPR-0031, was on every single page. Therefore, it was unacceptable that only the home page was withdrawn as a result of Case AUTH/3463/1/21 when the entire website should have been pulled as approval would not allow alteration of a single webpage or approval of a single webpage at any one point without updating the other pages as it was the entirety of one job. The complainant alleged breaches of Clauses 14.1, 14.3, 9.1 and 2 on multiple occasions.

When writing to Lundbeck, the Authority asked it to consider the requirements of Clauses 2, 9.1, 14.1, 14.3 and 28.1 of the Code.

RESPONSE

Lundbeck noted that the complaint related to the Lundbeck UK website at issue in Case AUTH/3463/1/21 and that many aspects of the allegations were similar to those noted in that complaint, namely:

- 1 The date of preparation of the UK website (UK-NOTPR-0031) was December 2018 and had not been recertified. The complainant alleged breaches of Clauses 14.1, 14.3, 9.1 and 2. Lundbeck noted that Clause 14.5 was not alleged by either the complainant or the case preparation manager.
- 2 Information on the Lundbeck global website, accessed via a link from the Lundbeck UK website, was not appropriate for the public or patients. The complainant alleged a breach of Clause 28.1.

Lundbeck submitted that in order to respond to the numerous allegations made by the complainant in Cases AUTH/3463/1/21 and AUTH/3466/2/21, it had carried out a thorough internal investigation. The website in question (Lundbeck.com/UK) was a microsite of the global Lundbeck domain Lundbeck.com. The address Lundbeck.co.uk directed visitors to the site.

Lundbeck explained that in January 2021, it had intended to take down the UK website in its entirety in order to determine whether it required reapproval. The home page was 'unpublished' but due to human error, the other webpages of the website unfortunately remained live. As

soon as Lundbeck knew about that error, all of the remaining pages were taken down on the 1 February 2021 before it received the complaint in Case AUTH/3466/2/21.

1 The Lundbeck UK website.

Under Clause 14.3, the entire website was certified as one job bag as it contained reference information on Lundbeck's medicines for members of the public. Lundbeck therefore refuted a breach of Clause 14.3 (certificate provided). Lundbeck stated that as the site contained no promotional information, Clause 14.1 was not relevant.

Whilst material for examination did not need re-certification, unfortunately there was only a single job bag for the whole UK website and as certain content was still live and did require re-certification after 2 years under Clause 14.5, Lundbeck accepted that breach.

2 Information on the Lundbeck Global website was accessed by UK members of the public, patients and health professionals.

Lundbeck submitted that the approval of the Lundbeck UK website and archival of screenshots showed clearly that the website was approved with a 'pop-up' which informed the reader that they were being redirected to a non-UK website for which Lundbeck UK had no responsibility.

During its investigation, Lundbeck discovered that certain webpages in the job bag for the website (UK-NOTPR – 0031) had been certified under a different job bag code (UK-NOTPR-0021).

Lundbeck noted that under Clause 28.6 (which was not alleged by the complainant), the Code did not require a 'pop-up', only that it was made clear to users when they were leaving any of the company's sites, or sites sponsored by the company, or were being directed to a site which was not that of the company.

Lundbeck noted that in Case AUTH/3162/2/19, the Panel ruled that AstraZeneca in its retweet, made it clear that the cited website link was to a non-company website – therefore reinforcing across the industry that a 'pop up' alone was not a Code requirement.

Even if the complainant had provided any evidence to support their allegation that there was no 'pop-up', in line with the learning from Case AUTH/3162/2/19, should any visitor choose to access the Global website, it was clear on many levels (content, layout and functionality) that this was the Lundbeck Global website. For example:

- Every page stated 'GLOBAL' at the top – for the pipeline ('GLOBAL') and products ('Global') page this was clearly in the same line of sight as the webpage content
 - the UK page stated 'UK'
- The address stated throughout is the Global Danish office
 - the UK page included only the UK address
- The Privacy Policy includes the Global Danish office address
 - the UK Privacy Policy included the UK address
- The social media icons represent the Lundbeck Global social media accounts
 - the UK page had none
- The footer address is clearly Denmark
 - the UK footer included the UK address

- The Global website included 7 tabs in the wireframe
 - the UK website only had 5
- The product webpage on the Global website (screenshot provided) stated *'Due to regulatory restrictions we are not able to provide further details on our products on this website, more information may be available on our local websites'* clearly informing readers how to access local websites.
- The content on the Global website did not relate to the specific availability of any medicine in the UK.

Furthermore, Lundbeck stated:

- The publications and clinical trials link on the UK website took the reader to the disclosure of clinical trial information on the Global website, which stated 'GLOBAL' clearly at the top . The reader was not taken directly to the separate pipeline and products pages, which would have required a visitor to browse the website for additional content. It was improbable that any visitor browsing in such a manner would have entirely missed all the points above.
- No UK company employee or agency employee had directed any customer to this non-UK company website.

Therefore, Lundbeck submitted that the pipeline webpage and the products webpage on this Global website were not under the scope of the ABPI Code and it refuted all alleged breaches relating to Point 2.

Summary

Lundbeck stated that it was committed to improving compliance across its organisation, as outlined in detail in its recent response to Case AUTH/3450/1/21. Lundbeck therefore believed complaints from a suspected disgruntled ex-employee about historical matters that were not brought up by him/her during his/her employment demonstrated a deliberate attempt to bypass the company's whistle-blowing procedures and abuse the Authority's limited time and resources.

Lundbeck submitted that the UK company was a very different organisation to when the complainant was employed with responsibility for overseeing the governance of the organisation's compliance framework. The company had now recruited and onboarded medical and compliance staff. This had enabled the company to continue to implement substantial corrective actions (CAPAs) to ensure that it dealt with any specific historical issues as part of a broader overarching Compliance Programme implementation. This would ensure Lundbeck had robust Governance and Oversight across the business with compliance being a key pillar of its company culture.

Lundbeck stated that it was determined to implement the right checks and balances, and whilst it investigated all allegations of non-compliance, it had initiated a moratorium on a number of key promotional activities and had instructed a company-wide internal audit. That audit would serve to highlight any other issues so Lundbeck could address and correct them within its new compliance framework. In addition, Lundbeck had invested significantly in the compliance training of its employees, so it ensured all relevant members of staff were well versed on the expectations and requirements of the Code. It was therefore dismaying that the suspected

complainant continued to lodge similar complaints that served only to distract Lundbeck from its significant ongoing progress.

To summarise, with regard to Case AUTH/3466/2/21, Lundbeck refuted breaches of Clauses 14.1, 14.3, 28.1 and therefore 9.1 and 2.

PANEL RULING

The Panel noted the complainant's allegation that the 'About us' page had not been re-approved for use since 2018. In this regard, the Panel noted that the complainant cited Clauses 14.1, 14.3, 9.1, and 2.

The Panel noted that Lundbeck accepted a breach of Clause 14.5 as certain content of the UK website, for which there was a single job bag (ref UK-NOTPR-0031), and which required re-certification after 2 years, was still live. The Panel noted, however, that Clause 14.5 had not been raised in this case and therefore it could make no ruling in that regard. Further, the matter of re-certification of the entire website which would include the 'about us' page had been ruled upon in Case AUTH/3463/1/21.

The Panel noted Lundbeck's submission that the UK website contained, *inter alia*, reference information on Lundbeck's medicines for members of the public, but it contained no promotional information. The Panel considered that the complainant had not established that the website was promotional and therefore it ruled no breach of Clause 14.1.

The Panel noted Lundbeck's submission that the entire website (ref UK-NOTPR-0031) which would include the 'about us' page was certified on 7 December 2018. The Panel therefore ruled no breach of Clause 14.3. The Panel noted its comments and rulings above and consequently ruled no breach of Clauses 9.1 and 2 in that regard.

The Panel noted the complainant's further allegation that the research and development page was accessible from the 'about us' page and could have been accessed by anyone, including patients and members of the public, in breach of Clause 28.1 in the same way it was accessible via the home page in Case AUTH/3463/1/21. The complainant, however, did not state why, in his/her view, the research and development page was not suitable for the public or patients. It was not for the Panel to infer detailed reasons to support the allegation on behalf of the complainant. It was for the complainant to establish his/her case on the balance of probabilities. The Panel considered that the complainant had not established that the research and development page was promotional and therefore no breach of Clause 28.1 was ruled.

The Panel noted the complainant's concern that the research and development page which could be accessed from the Lundbeck UK 'about us' page had an option to click for more publications which took readers to a webpage on the Lundbeck global website as described in Case AUTH/3463/1/21. The Panel noted the complainant's submission that Lundbeck UK had taken down the home page referred to in Case AUTH/3463/1/21 in order to prevent access to the global website but had no oversight that the 'about us' page on the UK website also linked to the same global website with information relating to pipeline and products; the complainant ascertained that Lundbeck should have removed the 'about us' page too. The Panel noted Lundbeck's submission that in January 2021, it had intended to take down the UK website in its entirety to determine whether it required reapproval; the home page was 'unpublished', however, by mistake, the rest of the website remained live.

The Panel noted that the webpage which the user was taken to on the global site from the Lundbeck UK research and development page was titled 'Disclosure of clinical trial information'; it gave the company's policy for scientific publications and clinical trial data sharing. The Panel further noted Lundbeck's submission that a user would have to navigate the global website in order to find the information on products and pipeline; visitors were not taken directly from the UK research and development page to the separate global pipeline and products pages. The Panel further noted Lundbeck's submission that the Lundbeck UK website was approved with a 'pop-up' informing the reader that they were being redirected to a non-UK website for which Lundbeck UK had no responsibility and every page of the global website stated 'GLOBAL' at the top.

The Panel noted the complainant's submission that the 'about us' page linked to the same inappropriate content as his/her previous complaint about the home page and in that regard referred to the same clauses referred to in Case AUTH/3463/1/21 (promoting to public and patients and promotion to health professionals without mandatory information provision). The Panel made no rulings in this regard as the matter had been ruled upon in Case AUTH/3463/1/21 and no relevant clauses had been raised in this case.

The Panel noted the complainant's statement that in using multiple pages on the UK website to link to an inappropriate page on the global website that was not suitable for public, patients or health professionals highlighted how bad compliance had been governed and that the entire website with all webpages had not been reapproved for use beyond two years. The complainant further stated that it was unacceptable that only the home page was withdrawn when the entire website should have been as it was one job bag.

The Panel noted that the link provided by the complainant to the 'about us' webpage on the Lundbeck UK website was not available when accessed by the case preparation manager in this case. As noted above, Lundbeck had intended to take down the UK website in its entirety in January 2021; the home page was 'unpublished', however, by mistake, the rest of the website remained live. The Panel further noted Lundbeck's submission that when it discovered this error, the remaining pages of the UK website (including the 'about us' page) were taken down (on 1 February 2021) before it received this complaint (Case AUTH/3466/2/21) on 4 February. The Panel noted that the website was first certified in December 2018, and whilst the homepage was unpublished in January 2021, the remaining pages of the website including the 'about us' page remained live until 1 February 2021.

The Panel noted Lundbeck's submission that the UK website contained reference information on Lundbeck's medicines for members of the public, but it contained no promotional information. The Panel considered that the complainant had not established that the website was promotional and therefore it ruled no breach of Clause 14.1. However, the Panel noted Lundbeck's submission that in withdrawing a single page of a website which was certified in its entirety, the final form of the website had been altered without re-certification; the Panel ruled a breach of Clause 14.3 in that regard.

The Panel noted that a robust certification procedure underpinned self-regulation. The Panel noted its comments and ruling of Clause 14.3 above and considered that high standards had not been maintained and a breach of Clause 9.1 was ruled.

The Panel, however, noting its comments and rulings above, did not consider that the particular circumstances of this case warranted a ruling of a breach of Clause 2 which was a sign of particular censure and was reserved for such use and no breach of Clause 2 was ruled.

Complaint received **1 February 2021**

Case completed **27 September 2021**