

PRIMARY CARE TRUST HEAD OF PRESCRIBING v ABBOTT LABORATORIES

Conduct of representative

The head of prescribing at a primary care trust (PCT) complained that a representative from Abbott Laboratories had failed to keep an appointment. The complainant explained that earlier in 2006 the representative had failed to arrive on time for an appointment but had contacted the PCT and the meeting was cancelled and rebooked. However the representative neither kept the second appointment nor explained his failure to attend. The PCT considered that this disregard wasted staff time and failed to meet high standards.

The Panel noted that the parties had different views of the events. The representative in question stated that he had made it clear to the PCT that the second appointment was for him as an employee of a different pharmaceutical company and not an appointment for Abbott. The PCT thought that the second appointment was for an Abbott employee. The Panel considered that in the circumstances Abbott was not responsible for the failure of the representative to keep the second appointment. No breach of the Code was ruled.

The head of prescribing at a primary care trust (PCT) complained that a representative of Abbott Laboratories Limited had failed to keep an appointment.

COMPLAINT

The complainant stated that earlier in 2006 the representative failed to arrive on time for an appointment. To his credit he telephoned the PCT to explain that he was lost and to ask for further directions; unfortunately by the time he reached the offices it was too late to make the meeting worthwhile and so it was cancelled. His attempts to contact the PCT were professional and so the appointment was rebooked for later in the year and the PCT did not consider that a formal complaint was appropriate.

Given the PCT's experiences the first time around, it was somewhat surprised by the representative's failure to attend the second appointment and further surprised that there was no contact to explain what had happened.

The PCT considered that this disregard for the appointment system not only wasted staff time but also failed to meet the high standards it had come to expect of representatives' conduct in performing their business duties.

When writing to Abbott Laboratories, the Authority asked it to respond in relation to Clauses 15.2 and 15.4 of the Code, paying particular attention to the supplementary information to Clause 15.4.

RESPONSE

Abbott noted that the representative in question left the company at the end of June to join another company in a similar role. It was key to know when the initial visit referred to took place, when specifically the future meeting was booked, and for whom it was booked, himself, Abbott or his new company. Indeed it was possible that he made an appointment with the intention of fulfilling it in his new position, or indeed that both incidences occurred with his new company.

Abbott had a comprehensive standard operating procedure (SOP) relating to the representatives' electronic territory management system, which included electronic diaries. Training was conducted on a regular basis. The representative had signed to confirm he had read, understood and would comply with the SOP. All Abbott's representatives were also fully trained on the Code and the expectations Abbott held with regard to their conduct.

Abbott stated that the representative's last recorded call upon the PCT was at the end of June on his last working day with the company. This meeting was recorded in the electronic system; however, no future appointments for this customer were recorded in his electronic diary, nor described during his 'close out' meeting with his manager. There was no reason Abbott could propose why the representative would not enter a future meeting made on behalf of Abbott as the representative was on the system and aware of his compliance responsibility. Naturally such a meeting would have been honoured by his successor in Abbott. As the representative in question was no longer an Abbott employee the company was unable to investigate the matter directly with him.

Abbott wanted to know the exact date of the initial meeting described by the PCT and for whom and when the second appointment was made. Was it made for Abbott or for the representative on behalf of his new company?

Abbott concluded that there was insufficient information provided to rule that it had breached Clauses 15.2 and 15.4 of the Code.

FURTHER INFORMATION FROM THE COMPLAINANT

In response to a request for answers to Abbott's questions the complainant confirmed that the original meeting booked with the representative was for the representative's last working day for Abbott and was somewhat surprised to learn that he had logged this date as a 'call to the PCT' when he failed to attend. On this day he telephoned to say he would be about half an hour late as he was lost. The PCT staff waited for over half an hour and still there was no sign of him. As staff had other commitments, he was informed that he had missed his slot and it would not be possible to complete the meeting with the PCT that day. However, as the representative had tried to let the PCT know he would be late an appointment was rebooked for a later date. The complainant's administrative assistant handled this so the complainant was not aware of exactly when the meeting was rebooked, however he expected that it was before the end of that week. The representative did not tell the PCT that he was changing company and therefore, to its knowledge, an appointment was rebooked with a representative of Abbott.

The complainant learned that the representative was working for another company when he contacted him about the failed meeting later in the year. At this time he asked if he could book a new appointment on behalf of his new employers. The request was declined based upon his previous history of failing to arrive.

FURTHER COMMENTS FROM ABBOTT

Upon receiving the additional information and in order to progress this investigation and to gain a clearer understanding for which company the second appointment was made, Abbott contacted the representative on 4 January 2007. The representative stated that as he knew he was leaving Abbott he thought he had made it clear to the PCT that he had booked the second appointment on behalf of his new employer. Indeed he stated 'why would I make an appointment for Abbott, when I knew I was leaving'. This would explain why the appointment did not

appear in his Abbott electronic diary and why it was not highlighted during his 'close out' meeting with his manager. The representative gave details as to why he had failed to attend the second appointment.

Abbott concluded that as stated previously, whilst employed with Abbott the representative was fully trained on the SOP regarding the use of the electronic territory management system. In making the second appointment with the PCT he was clearly doing so for his new employer (a matter the representative considered he had made clear to the PCT), and therefore he did not log it in his Abbott electronic diary.

Abbott stated that it was sympathetic to the complaint, and understood that it was responsible for the activities of its representatives. However in this case the representative clearly intended to use the appointment for his new employer and not for Abbott. Therefore as an ex Abbott employee acting on behalf of his new employer Abbott could not be held responsible for his actions, nor should it be found in breach of Clauses 15.2 or 15.4 of the Code.

PANEL RULING

The Panel noted that the parties had different views of the events. The representative in question stated that he had made it clear to the PCT that the second appointment was for him as an employee of another pharmaceutical company and not an appointment for Abbott. The PCT thought that the second appointment was for an Abbott employee. The Panel considered that in the circumstances Abbott was not responsible for the failure of the representative to keep the second appointment. No breach of Clauses 15.2 and 15.4 of the Code was ruled.

The Panel considered the complainant should be asked if he wished for his complaint to be raised with the representative's new employer as a new case.

Complaint received 9 November 2006

Case completed 2 February 2007