

# PFIZER v ALLERGAN

## Alleged provision of helicopter trips

Pfizer stated that it had been told by two UK ophthalmologists that, whilst in Las Vegas, Allergan UK had invited them and paid all expenses to go on a helicopter trip to the Grand Canyon and that it took three groups on three days. Breaches of the Code were alleged including a breach of Clause 2. The helicopter trip was not strictly limited to the main purpose of the scientific meeting; such excessive hospitality was a good example of an activity that was likely to, *inter alia*, bring discredit upon the industry as evidenced by the surprise expressed by the two ophthalmologists. Pfizer had asked Allergan about the helicopter trip and it had responded by stating that its activities at the meeting complied with the Code. In the light of the information from the ophthalmologists, however, Pfizer considered that the matter should be investigated further.

The Panel noted that the parties' submissions differed. Pfizer alleged that Allergan had paid for two ophthalmologists to go on a helicopter ride to the Grand Canyon, and had taken three groups in all, but had not submitted any evidence in this regard. Allergan had submitted that although its organising agency had been contacted to assist with arranging flights, in all cases the ophthalmologists had paid the company which organised the trip directly. Allergan had further submitted that neither it nor any part of Allergan had paid for helicopter trips or provided discounts for those who contacted its agency for advice on organising a trip.

The Panel considered that, if UK health professionals had gone on a helicopter trip paid for either partly or wholly by any division of Allergan, or an agent working on its behalf, then the provision of such hospitality would not have complied with the Code. However, on the basis of the material before it the Panel considered that there was no evidence to show that such hospitality had been provided. The Panel thus ruled no breach of the Code.

Pfizer Limited complained that Allergan Limited had paid for UK ophthalmologists to go on a helicopter trip whilst at the American Academy of Ophthalmology (AAO) meeting in Las Vegas in November 2006.

### COMPLAINT

Pfizer stated that it had been told by two UK ophthalmologists that, whilst in Las Vegas, Allergan UK had invited them and paid all expenses to go on a helicopter trip to the Grand Canyon and that they took three groups on the Saturday, Sunday and Monday. This was in breach of Clause 19.1 of the Code which stated that 'hospitality must be strictly limited to the main purpose of the event'. The supplementary

information to Clause 19.1 stated that 'meetings organised for groups of doctors, other health professionals and/or administrative staff which are wholly or mainly of a social or sporting nature are unacceptable'. The helicopter trip described above was not strictly limited to the main purpose of the scientific meeting and was thus in breach of Clause 19.1. Pfizer also alleged that such a flagrant breach of the Code was in breach of Clauses 9.1 and 2. The Code stated that activities or materials associated with promotion must never be such as to bring discredit upon, or reduce confidence in, the pharmaceutical industry. The excessive hospitality described above was a good example of an activity that was likely to be in breach of Clause 2. The surprise expressed by the ophthalmologists who reported this transgression was evidence of discredit being brought upon the industry. Pfizer had asked Allergan about the helicopter trip and it had responded by stating that its activities at the meeting complied with the Code and were not in breach of either Clause 19.1 or Clause 2. In the light of the information from the ophthalmologists, however, Pfizer considered that the matter should be investigated further as the above activities were in breach of Clauses 19.1 and 2.

### RESPONSE

Allergan stated that it was surprised to receive this complaint. It had already told Pfizer that it did not pay for any UK ophthalmologists to go on a helicopter trip to the Grand Canyon.

Allergan had received no evidence or further information to support Pfizer's allegations. Any hospitality provided by Allergan at the AAO meeting was provided in line with Clause 19.1 of the Code and was strictly limited to the main purpose of the event and secondary to the purpose of the meeting (ie subsistence only). The level of subsistence offered was appropriate and not out of proportion to the occasion. Allergan submitted that its activities at the AAO meeting complied with the Code and were certainly not in breach of Clauses 19.1, 9.1 or 2.

Allergan provided a copy of the invitation to the AAO meeting, the registration pack and the delegate pack. The AAO was one of the largest and most important ophthalmic meetings in the world and was regarded as an outstanding educational event.

Allergan provided economy class travel to the AAO meeting and hotel accommodation for 4 nights. Given that the meeting was held in a world famous gambling resort, Allergan took great care to find suitable accommodation, venues for meetings and appropriate hospitality for UK doctors. The hotel was selected

because of its cost (£111 per person per night); it could accommodate all of the Allergan-sponsored delegates from Europe and was suitable relative to the other Las Vegas hotels available meeting the above criteria

Allergan paid for registration for the AAO glaucoma sub-speciality day (for those not already members of the academy) but not for registration at the full congress.

Allergan provided full details of its arrangements which included two specific educational events at the AAO meeting for UK ophthalmologists.

Apart from the above meetings and hospitality all delegates at the AAO meeting, including those from the UK, were free to attend the congress meeting and associated events as outlined in the delegate pack.

Allergan knew that many ophthalmologists attending the AAO meeting arranged helicopter flights over the Grand Canyon. Many tour operators had provided such trips. Allergan had details of those who contacted its organising agency to assist with arranging flights. In all cases the ophthalmologists paid directly to the company which organised the trip. Allergan UK (or any part of the Allergan organisation) did not pay for any helicopter trips or provide any discount or benefit for those who contacted its agency for advice on organising a trip.

Allergan strongly denied the allegation that it had paid for helicopter trips or provided any hospitality which could be considered in breach of Clauses 19.1, 9.1 or 2.

## PANEL RULING

The Panel noted that the parties' submissions differed. Pfizer had submitted that Allergan had paid for two ophthalmologists to go on a helicopter ride to the Grand Canyon, and had taken three groups in all, but had not submitted any evidence in this regard. Allergan had submitted that although its organising agency had been contacted to assist with arranging flights, in all cases the ophthalmologists had paid the company which organised the trip directly. Allergan had further submitted that neither it nor any part of Allergan had paid for helicopter trips or provided discounts for those who contacted its organising agency for advice on organising a trip.

The Panel considered that, if UK health professionals had gone on a helicopter trip paid for either partly or wholly by any division of Allergan, or an agent working on its behalf, then the provision of such hospitality would not have complied with the Code. However, on the basis of the submissions before it the Panel considered that there was no evidence to show that such hospitality had been provided. The Panel thus ruled no breach of Clauses 2, 9.1 and 19.1.

**Complaint received**      **13 March 2007**

**Case completed**          **26 April 2007**