

# GENERAL PRACTITIONER v ROCHE

## Conduct of a representative

A general practitioner complained that a representative from Roche had offered to provide a Christmas lunch for his primary care team. The complainant alleged that this would constitute sponsorship of a meeting wholly of a social nature.

An email sent to the complainant by the practice manager of another practice in the same building stated '... the Roche rep, has offered to provide a Christmas lunch .... Although I know what your stance is on reps, the invitation is also open to you and your team if you want. If you could let me know ...'.

The Panel noted Roche's submission that the meeting was planned as a promotional meeting and the representative had not referred to it as a 'Christmas lunch'. The representative's call notes did not refer to Christmas lunch. The only reference to Christmas lunch was in the email sent from the practice manager to the complainant. It appeared that it was this email which had prompted the complaint.

It was difficult in cases like this when there was a discrepancy between the parties. On the information before it the Panel considered that there was no evidence that the Roche representative had offered to provide Christmas lunch as alleged. Thus no breach of the Code was ruled.

A general practitioner complained about the conduct of a representative from Roche Products Limited.

### COMPLAINT

The complainant stated that the representative had offered to provide a Christmas lunch for his primary care team. The complainant alleged that this would constitute sponsorship of a meeting wholly of a social nature in breach of Clause 15.3 of the Code.

An email sent to the complainant by the practice manager of another practice in the same building stated '... the Roche rep, has offered to provide a Christmas lunch for the PHCT on the 19th December. Although I know what your stance is on reps, the invitation is also open to you and your team if you want. If you could let me know and I can let [the representative] know approximate numbers'.

When writing to Roche, the Authority asked it to respond in relation to Clauses 2, 9.1, 15.2 and 19.1 in addition to Clause 15.3 cited by the complainant.

### RESPONSE

Roche explained that the complainant worked in one of

two practices that shared a primary care centre. Although the two practices acted separately they shared some parts of the building, eg meeting rooms and library.

The representative had good working relationships with some customers in the other practice and in late October/early November he approached the practice manager about conducting a promotional lunch meeting for the practice. It was made clear that the intent would be to promote with approved materials and provide an appropriate buffet lunch. He was given the date of 19 December (lunchtime) for the meeting and expressed that all health professionals in the building, including the complainant's practice, would be welcome to attend.

Approximately one week later the practice manager telephoned the representative to tell him that he could no longer do the lunch as a member of the neighbouring practice had objected on the grounds that his practice did not entertain members of the pharmaceutical industry. Subsequently, the meeting was cancelled.

The following email was sent by the practice manager in response to a request from Roche to assist with this investigation:

*'This is to confirm that a lunchtime meeting was arranged between myself and [the representative] in respect of Bonviva. It was expected that [the representative] would be bringing promotional material on Roche products to the meeting for discussion with the GPs, practice nurse and district nurses in attendance. If you require any further clarification please do not hesitate to get in touch with me.'*

The representative intended to conduct a meeting that was in keeping with the company's standard operating procedures (SOPs) regarding promotional meetings, and most importantly, a meeting that was in keeping with the Code as regards promotional meetings. Roche therefore denied any breach of the Code. Roche took all accusations seriously and would nonetheless ensure that all representatives were reminded of their obligations under the Code with respect to meetings of this type.

In response to a request from the Panel for further information Roche provided relevant records from its call recording database.

Two elements of free text were recorded on the database. One was a general call note, the other was specific to Bonviva promotion.

- In a face-to-face call on 11 October the

representative's call notes read: 'discussed in-house educational on osteoporosis/ to call back in 2 weeks'. The Bonviva notes read 'discussed appt with key doc/plan to call back in 2 weeks to confirm date for in-house meeting'.

- Following this, a face-to-face call on 1 November, call notes read 'discussed in-house meetings plan, meeting booked for Dec'. The Bonviva notes read: 'meeting booked for Dec'.
- The final call notes on 6 November read: 'meeting cancelled in Dec / no current plans to hold clinical meetings in centre'. The Bonviva notes read: 'no Bonviva usage as yet'.

In relation to the discrepancy between Roche's response and the complainant's perspective, Roche stated that the representative confirmed he offered to conduct a promotional meeting and suggested a date around the Christmas period. He stated that he did not under any circumstances refer to the meeting as a 'Christmas lunch'. It was presumed there was a possibility that the practice manager was the one who had referred to it as 'Christmas lunch' in her email to the complainant's practice. Naturally Roche had no control over the content and context of her emails. If

further clarity was required, the Authority might wish to contact the practice manager who was happy to provide information.

#### PANEL RULING

The Panel noted Roche's submission that the meeting was planned as a promotional meeting and the representative had not referred to it as a 'Christmas lunch'. The representative's call notes did not refer to Christmas lunch. The only reference to Christmas lunch was in the email sent from the practice manager to the complainant. It appeared that it was this email which had prompted the complaint.

It was difficult in cases like this when there was a discrepancy between the parties. On the information before it the Panel considered that there was no evidence that the Roche representative had offered to provide Christmas lunch as alleged. Thus no breach of Clauses 2, 9.1, 15.2, 15.3 and 19.1 was ruled.

<b>Complaint received</b>	<b>13 November 2007</b>
<b>Case completed</b>	<b>10 January 2008</b>