

CASE AUTH/2074/12/07

GP PRACTICE MANAGER v ASTRAZENECA

Conduct of a representative

A GP practice manager complained about the conduct of a representative of AstraZeneca. The representative accompanied his young child who was registered as a patient at the practice for a booked appointment. Towards the end of the consultation the representative produced Symbicort sales literature which he placed on the doctor's desk. The doctor considered that it was inappropriate to use private consultation time to solicit sales information.

The Panel noted that the representative, at the end of an appointment for his young child, had left some sales material with the GP. AstraZeneca had submitted that this was to fulfil a request of another doctor in the practice that material be left next time the representative was passing. As acknowledged by AstraZeneca, such behaviour was misguided and showed poor judgement. The Panel considered that by providing sales material during a professional, medical appointment with a doctor, the representative had not maintained a high standard of ethical conduct. Breaches of the Code were ruled. The Panel considered that although the representative's behaviour was unacceptable, it was not such as to warrant a ruling of a breach of Clause 2.

A GP practice manager complained about the conduct of a representative of AstraZeneca UK Limited.

COMPLAINT

The complainant explained that the representative, who was also registered as a patient at the practice, attended a doctor's appointment with his young child for whom an appointment had been booked. Towards the end of the consultation the representative produced sales literature which he placed on the doctor's desk, detailing 'Symbicort Smart'. The doctor considered that this was a completely inappropriate use of private consultation time, to solicit sales information.

When writing to AstraZeneca, the Authority asked it to respond in relation to Clauses 15.2, 9.1 and 2 of the Code.

RESPONSE

AstraZeneca submitted that the representative attended an appointment for his child at his GP surgery and after the consultation, on leaving, he handed the GP a promotional item. He did this proactively. He was misguided in believing this action fulfilled a request made by another GP in the surgery on a previous occasion that he should simply leave this material with the practice the next time he was

passing. The spirit of the Code suggested that had the representative made an appointment for his child specifically to gain an interview with the GP, this would indeed be a breach of Clause 15.2. This was not the case. The representative believed this was in accordance with a request made by another GP at the same practice. Although poor judgement and misguided belief led this representative to this opportunistic error, AstraZeneca accepted it was in breach of Clause 15.2.

AstraZeneca explained that it took very seriously all allegations of inappropriate conduct and representatives were trained on the Code and took the ABPI examination. In addition, training on Code awareness was cascaded through sales managers to individual representatives every quarter, in order to understand recent case rulings and share learning. In spite of all this, if an individual deliberately breached the Code and company policies, there was little that could be done.

As with case precedent, sometimes there were unusual situations that could not be known beforehand, accounted for and trained out until unfortunately they occurred. Whilst this meant that they could not be prevented from occurring, it also meant further action would be taken.

In this case, the representative had read the policies (including the Code) and had had his knowledge validated. This and a number of field visits provided sufficient reassurance for his managers to feel he was doing a good job. However there were consequences should anyone choose not to adhere to what was clearly set out in these policies and this was taken very seriously by AstraZeneca. Investigations into the performance and conduct of the representative had already started, according to AstraZeneca's disciplinary process.

AstraZeneca had mandatory training, validation and several policies in respect to Code compliance for all employees. No one could claim they were unaware of these obligations. It therefore followed that this individual had breached recognised company standards, rather than the company had breached Code standards. However, the company was accountable for the conduct of its employees.

AstraZeneca hoped that it had demonstrated that its standards were high and did not bring the industry into disrepute. The company therefore did not believe that there had been a breach of Clauses 9.1 or 2.

In conclusion, AstraZeneca stated that from its internal investigation it was disappointed to learn that the

representative had deliberately acted against the letter and spirit of AstraZeneca policies and the Code. His failure to apply good judgement and common sense had warranted further investigation. AstraZeneca sincerely apologised to the GP concerned.

PANEL RULING

The Panel noted that the representative had taken the opportunity, at the end of an appointment for his young child, to leave some sales material with the GP. AstraZeneca had submitted that this was to fulfil a request of another doctor in the practice that material be left next time the representative was passing. As acknowledged by AstraZeneca, such behaviour was misguided and showed poor judgement. The Panel

considered that by providing sales material during a professional, medical appointment with a doctor, the representative had not maintained a high standard of ethical conduct. Breaches of Clauses 9.1 and 15.2 were ruled.

The Panel considered that although the representative's behaviour was unacceptable, it was not such as to warrant a ruling of a breach of Clause 2 of the Code which was a sign of particular censure and reserved for such use. No breach of Clause 2 was ruled.

Complaint received	7 December 2007
Case completed	22 January 2008
