

GENERAL PRACTITIONER v PROCTER & GAMBLE AND SANOFI-AVENTIS

Promotion of Actonel Combi by email

A general practitioner complained about an email he had received in March 2008 relating to Actonel Combi (risedronate sodium tablets plus calcium and vitamin D effervescent granules). The product was co-promoted by Procter & Gamble and Sanofi-Aventis and the matter was taken up with both companies.

The complainant stated that the email was singularly inappropriate and a breach of ABPI guidelines. The practice manager who forwarded the complaint stated that the email was unsolicited.

The Panel considered that the email on Actonel Combi was clearly promotional material. Whilst it had not been sent directly by Procter & Gamble or Sanofi-Aventis it was nonetheless an established principle under the Code that pharmaceutical companies were responsible for work undertaken by third parties on their behalf.

The Panel noted that an agency had emailed the complainant in February 2008 stating that it would, from time to time, send emails which might include updates on specialist services, conferences and seminars, diagnostic, medical and pharmaceutical promotional materials as well as official information. The email thus made it clear that the company intended to send promotional material from pharmaceutical companies. The Panel thus considered that the Actonel Combi email had not been unsolicited. The complainant had given prior, fully informed, consent to receive promotional emails on behalf of pharmaceutical companies. No breach of the Code was ruled.

A general practitioner complained about an unsolicited email (ref ACT 3811) received in March 2008 relating to Actonel Combi (risedronate sodium tablets plus calcium and vitamin D effervescent granules). The product was co-promoted by Procter & Gamble Pharmaceuticals UK Limited and Sanofi-Aventis and the matter was taken up with both companies.

COMPLAINT

The complainant stated that the email was singularly inappropriate and a breach of ABPI guidelines. The practice manager who forwarded the complaint stated that the email was unsolicited.

When writing to the companies, the Authority asked them to respond in relation to Clause 9.9 of the Code.

RESPONSE

Procter & Gamble and Sanofi-Aventis submitted a joint response as The Alliance for Better Bone Health.

The Alliance noted that the email had been sent by an agency which operated a permission-based database requiring physicians to 'opt-in' to receiving information. Procter & Gamble gave the agency a list of GPs who had an interest in osteoporosis and the agency cross referenced this to its own online directory to establish which GPs were also on its database and had therefore completed opt-in consents to receive promotional emails. Subsequently, the agency distributed the email to only the GPs from whom an opt-in statement had been received.

The GPs on the mailing list had therefore opted-in to receive promotional materials and also had an interest in osteoporosis so the material in question was appropriate for the audience with respect to both content and distribution.

Doctors' details were added to the online directory on a clear opt-in basis. In the first instance the doctor would be asked, by telephone, for an e-mail address so that a sign up code for the online directory service could be emailed to them. During the call, doctors were informed that if they signed up, the agency would from time to time email them about their affiliates' product and services which might include updates on specialist services, conferences and seminars, diagnostic, medical and pharmaceutical promotional materials as well as official information.

After the telephone call the sign up code would be emailed to the doctor's previously provided personal email address (thus preventing the possibility of a colleague registering on their behalf). This email reiterated that doctors who signed up by registering their details might be sent promotional material: '[the agency] will from time to time send information by e-mail about our affiliates' products and services which may include updates on specialist services, conferences and seminars, diagnostic, medical and pharmaceutical promotional materials as well as official information'.

In summary, doctors' contact details were only added to the database via a sign up process in which it was clear that doctors who registered might be sent emails promoting pharmaceutical

products. As such there was no unsolicited distribution of a promotional email by The Alliance or any company acting on its behalf and thus no breach of Clause 9.9 of the Code.

In response to a request for further information, and having been told the identity of the complainant, The Alliance stated that the agency reviewed the wording for the validation process on a regular basis (at least six monthly). The wording on the email that the information to be sent '..... may include updates on specialist services, conferences and seminars, diagnostic, medical and pharmaceutical promotional materials as well as official information.' was added in January 2008 and implemented in mid-February 2008, both in the telephone script and the confirmation email. Following an initial telephone call using the enclosed telephone script, the agency gained verbal agreement from the doctor or contact in surgery to receive a confirmation email that would include a registration form and access code.

The telephone script and confirmation email that were used in a call and sent to the complainant were implemented in mid-February 2008. The confirmation email was sent to the complainant in late February 2008, this email included a web address and access code. The complainant used the web address and code to complete a registration form in early March. A copy of the email that was sent to the complainant in late February 2008 was provided.

PANEL RULING

The Panel noted Clause 9.9 prohibited the use of email for promotional purposes except with the prior permission of the recipient. The Panel considered that the email on Actonel Combi was clearly promotional material. Whilst it had not been sent directly by Procter & Gamble or Sanofi-Aventis it was nonetheless an established principle under the Code that pharmaceutical companies were responsible for work undertaken by third parties on their behalf.

The Panel noted that the complainant had been emailed by the agency in late February 2008. The email stated that the agency would, from time to time, send emails which might include updates on specialist services, conferences and seminars, diagnostic, medical and pharmaceutical promotional materials as well as official information. The email thus made it clear that the company intended to send promotional material from pharmaceutical companies. The Panel thus considered that the Actonel Combi email sent in mid-March had not been unsolicited. The complainant had given prior, fully informed, consent to receive promotional emails on behalf of pharmaceutical companies. No breach of Clause 9.9 was ruled.

Complaint received **25 March 2008**

Cases completed **20 May 2008**
