

ANONYMOUS ONCOLOGIST v ASTRAZENCA

Arimidex promotional aid

An anonymous and uncontactable oncologist complained about an enclosure sent with a mailing for Arimidex (anastrozole) by AstraZeneca.

The mailing consisted of a leaflet which discussed the difficulties in telling patients that they had a recurrence of their breast cancer. Included with the leaflet was a sheet of magnetic words such as 'lump', 'spread', 'bad', 'news', 'sorry' etc which could be separated and arranged into sentences. The complainant took absolute umbrage to the utter insensitivity of what appeared to be filing cabinet or fridge magnets which could be used to spell out sentences to break bad news to patients.

Although there were no specific instructions, it was inconceivable how the use of the magnets could be in anything other than extremely poor taste. AstraZeneca appeared to suggest that instead of breaking bad news to patients through direct dialogue, the complainant should display a set of magnets in his clinic room. He would be mortified if any of his patients ever saw these items which inappropriately made light of a serious situation.

The detailed response from AstraZeneca is given below.

The Panel noted AstraZeneca's submission that the magnetic words were not intended to be a gift or a promotional aid. However, the Panel considered that they were a promotional aid. They had been sent as a wholly separate item within a promotional mailing; it was difficult to see what else they could be. They were not relevant to the practice of the recipient's profession and breaches of the Code were ruled.

The Panel noted that AstraZeneca did not expect the magnetic words to be used with patients and that they had been intended to 'grab attention and stimulate reflection'. In the Panel's view the words were more of a gimmick to make the mailing memorable; the Panel considered that their provision was demeaning to the role of the health professional. High standards had not been maintained and a breach was ruled. The Panel did not consider that the magnetic words brought discredit upon or reduced confidence in the pharmaceutical industry. Clause 2 was used as a sign of particular censure and reserved for such use.

An anonymous and uncontactable oncologist complained about a mailing (ref C15822) for Arimidex (anastrozole) sent by AstraZeneca UK Limited.

The mailing consisted of a leaflet which principally discussed the difficulties in telling patients that they had a recurrence of their breast cancer. Included with the leaflet was a sheet of magnetic words which could be separated and arranged into sentences. The words were relevant to breaking bad news about recurrence to breast cancer patients and included 'difficult', 'lump', 'spread', 'unfortunately', 'bad', 'news', 'sorry', 'cancer' etc.

A reply card offered readers the opportunity to request a copy of a survey regarding patient-physician interactions during early breast cancer treatment (Lansdown *et al*).

COMPLAINT

The complainant stated that the mailing was sent to his home address which was a mystery in itself as he did not recall having provided this to AstraZeneca.

The complainant considered that the leaflet headlined 'Dealing with recurrence is one of the most difficult aspects of breast cancer' was acceptable; it detailed the results of a survey demonstrating that physicians found telling patients that their disease had relapsed stressful and difficult.

The complainant, however, took absolute umbrage to the utter insensitivity of the enclosure ie a set of what appeared to be filing cabinet or fridge magnets with a series of detachable words which could be used to spell out sentences to break bad news to patients.

Although there were no specific instructions accompanying the magnets, it was inconceivable how the use of them could be in anything other than extremely poor taste. AstraZeneca appeared to suggest that instead of breaking bad news to patients through direct dialogue, the complainant should display a set of magnets in his clinic room. He would be mortified if any of his patients ever saw these items which inappropriately made light of a serious situation.

When writing to AstraZeneca, the Authority asked it to respond in relation to Clauses 2, 9.1, 18.1 and 18.2 of the Code.

RESPONSE

AstraZeneca stated that it was surprised by the complainant's proposed use of the contents of the

mailer but nevertheless sincerely regretted that this interpretation had offended him. As an ethical pharmaceutical company, AstraZeneca fully supported both the letter and spirit of the Code and aimed to maintain the highest standards at all times.

1 Use of home address

On instruction from AstraZeneca, an agency distributed the mailing to over 2,000 appropriate health professionals. AstraZeneca generated a list of names from its internal customer relations management tool. The agency also had its own database of UK health professionals. Individual's details were fully validated prior to inclusion in the database. A letter from the agency outlining its procedures for validation of its database was provided.

AstraZeneca noted that before the mailer was distributed, the complainant would have had to confirm his preference for his home address to be used for certain materials, which was the address used to distribute the mailer in question. It was understandable but unfortunate that the complainant had chosen anonymity, as his details could not be removed from the database in order to prevent further mailers being sent to his home from AstraZeneca or any of the other organizations that used the database.

2 Words mounted on a magnetic strip

It was very clear from the complainant that the enclosed leaflet was entirely acceptable including the statement that 'dealing with recurrence is one of the most difficult aspects of breast cancer'. AstraZeneca had a strong heritage in the holistic management and treatment of breast cancer and clearly understood and strongly empathized with both the sensitivity and difficulty of managing patients whose disease had sadly recurred. AstraZeneca would never seek to 'make light' of what it too believed was a very serious and challenging clinical and personal situation. On the contrary, it was because it was aware of these highly sensitive issues relating to breast cancer recurrence that AstraZeneca had funded the independently conducted survey that this mailer sought to communicate (Lansdown *et al*).

The envelope of the mailer was clearly promotional and posed the question 'When you're telling a patient her breast cancer has come back, how do you find the right words?'. This very clear, upfront question reflected the fact that 45% of physicians reported that telling a patient that her cancer had sadly returned was the worst part of the job.

The magnetic words were not intended for use with patients. Whilst AstraZeneca apologised for any offence caused, it was most surprised by the proposal that the health professional should use

these words in the consulting room to make sentences to break bad news to patients, as this was absolutely not implied in the mailer. The words were intended to grab attention and stimulate reflection on which words were the most appropriate for clinicians to use following on from the question on the envelope: 'When you're telling a patient her breast cancer has come back, how do you find the right words?'. In addition, the empty quotation marks on the cover of the leaflet were clearly intended to promote further reflective thought processes.

By distributing this mailer, AstraZeneca hoped that, upon personal reflection, some clinicians would request a copy of Lansdown *et al* with an expectation that all mailer contents would then be discarded. Accounting for the Christmas break, AstraZeneca had thus far had 54 requests for the paper.

Whilst AstraZeneca conceded that this mailer, for which it apologised unreservedly, upset the recipient, it emphasised that there was absolutely no wilful intent to either offend, or to not maintain the highest of standards. AstraZeneca believed that the complainant had taken an unusual and unforeseeable interpretation of this item, which had not been replicated so far as AstraZeneca was aware by any of the other 2,000 recipients. AstraZeneca believed that the mailer addressed a very important, highly relevant and very sensitive real-life clinical situation with a quality educational offering. As such AstraZeneca could not accept and did not believe there to be any breach of Clause 9.1.

Furthermore, AstraZeneca did not accept that this mailer brought discredit upon, nor reduced confidence in, the pharmaceutical industry that benefitted particular censure. As such, it strongly refuted the accusation of a breach of Clause 2.

In relation to Clauses 18.1 and 18.2, no gift or benefit in kind had been offered. The magnetic words were not intended either as a gift or promotional aid. As stated earlier, they were included as part of the total mailing and had no value other than attempting to stimulate reflective thought. The only item that was offered was a copy of Lansdown *et al*, which was acceptable under Clause 18.4. As such, AstraZeneca did not believe there to be a breach of Clauses 18.1 or 18.2.

In summary, whilst it regretted that the mailer had offended the complainant, AstraZeneca did not believe that it had breached Clauses 18.1, 18.2, 9.1 or 2.

PANEL RULING

The Panel noted AstraZeneca's submission that the magnetic words were not intended to be a gift or a promotional aid. However, the Panel considered that they were a promotional aid. They had been sent as a wholly separate item within a promotional

mailing; it was difficult to see what else they could be. They were not relevant to the practice of the recipient's profession as required by Clause 18.2 and in that regard the Panel noted AstraZeneca's submission that it expected the contents of the mailing to be discarded. A breach of Clause 18.2, and thus also of Clause 18.1, was ruled.

The Panel noted that AstraZeneca did not expect the magnetic words to be used with patients and that they had been intended to 'grab attention and stimulate reflection'. In the Panel's view the words were more of a gimmick to make the mailing memorable. The Panel considered that the provision of the magnetic words in question was demeaning to the role of the health professional. High standards had not been maintained and a breach of Clause 9.1 was ruled. The Panel did not consider that the magnetic words brought discredit

upon or reduced confidence in the pharmaceutical industry. Clause 2 was used as a sign of particular censure and reserved for such use. The Panel ruled no breach of Clause 2.

The Panel noted AstraZeneca's response to the complainant's comments about the mailing being sent to his home. The Panel did not consider that it had a complaint under the Code in this regard. It noted that the complainant could request that his details be removed from the mailing list. However as the complainant was anonymous and non contactable there was nothing further that could be done.

Complaint received **5 January 2009**

Case completed **9 February 2009**
