

# ANONYMOUS v SANOFI-AVENTIS

## Conduct of representative

An anonymous complainant alleged that a Sanofi-Aventis representative had held an inappropriate discussion with a consultant in the cardiology reception area. The complainant explained that the representative had, *inter alia*, discussed Clexane (enoxaparin) and 'asked' if the consultant would sign a character witness statement in order to obtain a shotgun licence. The complainant stated that such a request, while discussing a product, was entirely inappropriate.

The consultant was, according to the complainant, not an appropriate person to sign the representative's shotgun licence. The complainant was not aware that it was within the guidelines for the consultant to sign such a document given his professional relationship and lack of knowledge of the representative's medical history.

The detailed submission from Sanofi-Aventis is given below.

The Panel noted that according to Sanofi-Aventis the representative had made an appointment to see a doctor with the only objective of asking that doctor to sign Section D of a shotgun licence renewal form. The purpose of the meeting was made clear in advance. The representative had been waiting to see the doctor with whom he had the appointment when another doctor, whom he had known for some time, had started to talk to him. At the request of the representative that doctor had ended up signing the form and afterwards had asked questions about Sanofi-Aventis products. The representative had answered questions about one product and arranged for a colleague to call and answer another. The representative had recorded the call as a 'spec call, share exp with Rx Multaq' and the method of access as 'Rep Request'.

The Panel acknowledged that representatives would inevitably build close relationships with those upon whom they called, particularly those they had known for some years. It was, however, important that such relationships were kept on a professional basis. The Panel queried whether it was acceptable for a representative, in the course of his duty as such, ever to ask someone upon whom he called to do something for him of a private or personal nature. Clear distinctions should be made between personal and business arrangements. Representatives should be aware of the impression created by their conduct.

The Panel considered that the course of events was subject to the Code and was concerned about the impression given by the interaction which took

place in the reception area. There were differences between the parties' accounts. However both agreed that the form had been signed and Sanofi-Aventis products had been discussed.

The Panel considered that the representative had not maintained a high standard of ethical conduct in relation to his meeting with the doctor. The Panel queried whether it was ever acceptable for a representative to ask a health professional to sign such a form. It was certainly not acceptable to do so when the meeting had not been pre-arranged, took place in a public area and formed part of a promotional call. A breach of the Code was ruled.

An anonymous complaint was received about the conduct of a Sanofi-Aventis representative. The complainant stated that a number of doctors and administrative staff knew about a call by the representative and a discussion with a consultant which was alleged to be inappropriate.

## COMPLAINT

The complainant stated that in the cardiology reception area the representative discussed Clexane (enoxaparin) and requested further calls for another Sanofi-Aventis representative in order to discuss prescribing policy changes. During this call the representative 'asked' if the consultant would sign a character witness statement in order to obtain a shotgun licence. The complainant stated that such a request, while discussing a product, was entirely inappropriate. The cost to the representative of correctly filing such documentation was £30-£50 which was discussed during the meeting.

Secondly, the complainant was very concerned with the latest headlines within the press about recent crimes involving firearms.

The consultant was, according to the complainant, not an appropriate person to sign the representative's shotgun licence. The complainant was not aware that it was within the guidelines for the consultant to sign such a document given his professional relationship and lack of knowledge of the representative's medical history.

When writing to Sanofi-Aventis the Authority asked it to comment in relation to Clauses 9.1 and 15.2 of the Code.

## RESPONSE

Sanofi-Aventis stated that it did not doubt the genuine nature of the complaint or underestimate the seriousness of the issue. However, the

complaint was written in the third person rather than being a first person account, and was received two months after the event. Discrepancies had been identified between the content of the letter, Sanofi-Aventis' own interview findings and the factual call record.

Sanofi-Aventis therefore considered it important, not least out of respect for and the need to ensure fairness for everyone involved, that the Panel was provided with as clear a record of events as possible. Sanofi-Aventis had established the following:

- The representative in question visited the cardiology department to meet a doctor.
- The visit had been pre-arranged to occur during the lunch hour, with the sole purpose made clear in advance. The doctor, as a person of professional standing who had known the representative for several years, had agreed to countersign a photograph and Section D of a shotgun licence renewal form. Sanofi-Aventis stated that this was analogous to the signing of photographs and application form for a passport. Contrary to the complainant's submission, it was clear that this request was specifically not one of provision of a medical statement of suitability. Sanofi-Aventis noted that the licensing authority had a duty to request a medical reference from the registered GP.
- There had been no intent to promote any product during the call – it was intended to be a professional-to-professional interaction for a matter unrelated to business, conducted at a time convenient to the doctor.
- On arriving at the department at the arranged time, the doctor was not present. The representative asked the receptionist, whom he knew well from professional interactions, to contact the doctor. The representative was asked to sit and wait. Sanofi-Aventis understood that there were no patients within the reception area at this time.
- Whilst the receptionist tried to contact the first doctor, a second doctor arrived. The representative and that doctor also had a long-standing professional relationship, having known each other for eight years. The doctor recognised the representative, acknowledged him and started a conversation.
- The representative asked the second doctor if he had seen the first doctor, to which he replied 'No'. Due to their long-standing acquaintance, the representative then explained why he was visiting the department, and asked him if he would be prepared to countersign his form. This request was only made because the representative judged that his long-standing relationship with the second doctor was of a sufficient nature to make the request appropriate.

- Upon reading the document the second doctor agreed to sign it and the photograph. No discussion took place whilst this was happening.
- After signing the form, the doctor asked the representative about two Sanofi-Aventis products. The representative answered the questions about the product on which he had been trained. He explained that he could not help with the enquiry about the second product with which he was not familiar but that he could arrange for the appropriate person to visit and provide the information requested. This information was logged in the electronic call record and triggered the visit from another Sanofi-Aventis representative.
- At the end of the visit the representative thanked the doctor for his time and left the department.
- Sanofi-Aventis noted the complainant's reference to recent firearms incidents (in Cumbria and Northumberland), suggesting that the representative's actions were inappropriate given the sensitivity surrounding these events. However, they both occurred after this visit and would not have been relevant to either the thoughts of the representative or anyone overhearing the conversation on 1 June.

Sanofi-Aventis believed this was a true and accurate account of events. With this clarity, the question to be addressed was whether this represented a failure to maintain high standards and of the representative to conduct himself appropriately.

Upon reflection the representative was disappointed in himself and embarrassed that this had been brought up. He recognised that this was probably not something that he should have discussed in a public area. This had also prompted Sanofi-Aventis to reconsider whether its own procedures gave sufficiently clear guidance on such matters and the event would be highlighted in order to make appropriate recommendations around this incident.

In mitigation, several factors were relevant. Renewal of a shotgun licence, like a passport, required the countersignature of a professional person with a long-standing relationship with the applicant. There appeared to be no sign of abuse of these long-standing professional relationships in making this request. The visit to obtain this countersignature was arranged properly, agreed in advance and planned at a convenient time at a break in the working day. There was no intent to conduct any business other than obtaining the countersignature and even though a question on a company product was asked, no promotion took place during the visit.

Although the request for countersignature could be seen as misguided, Sanofi-Aventis did not consider that, on balance, standards had been allowed to fall such as to breach Clauses 9.1 and 15.2. Had the request not been made and agreed in the

professional manner that the company understood, or had it been included in a visit in which product promotion had been planned, Sanofi-Aventis would have adopted a different position.

## **PANEL RULING**

The Panel noted that according to Sanofi-Aventis the representative had made an appointment to see a doctor with the only objective of asking that doctor to sign Section D of a shotgun licence renewal form. The purpose of the meeting was made clear in advance. The representative had been waiting to see the doctor with whom he had the appointment when another doctor had started to talk to him. At the request of the representative that doctor had ended up signing the form and afterwards had asked questions about Sanofi-Aventis products. The representative had answered questions about one product and arranged for a colleague to call and answer another. The representative had recorded the call with as a 'spec call, share exp with Rx Multaq' and the method of access as 'Rep Request'.

The Panel acknowledged that representatives would inevitably build close relationships with those upon whom they called, particularly those they had known for some years. It was, however, important that such relationships were kept on a professional basis. The Panel queried whether it was acceptable for a representative, in the course of his duty as such, ever to ask someone upon whom he called to do something for him of a private or personal nature. Clear distinctions should be made between personal and business arrangements. Representatives should be aware of the impression created by their conduct.

Section D of the shotgun licence renewal form referred to a countersignature whereby the person signing certified that they knew of no reason why the applicant should not be permitted to possess a shotgun, that to the best of their knowledge and belief the information given in Section A of the form

was true, that the photographs enclosed bore a current likeness to the applicant and that they knew the applicant personally. The notes stated that countersignatories should bear in mind the character, conduct and mental condition of the applicant. In the Panel's view this was not analogous to that which was required from a person countersigning photographs for a passport application as submitted by Sanofi-Aventis.

The Panel considered that the course of events was subject to the Code. The doctor knew the representative as a result of what Sanofi-Aventis described as a long-standing professional relationship. According to Sanofi-Aventis the doctor had started the conversation with the representative. The representative had answered a question and recorded the call as a promotional call. Nonetheless, the Panel was concerned about the impression given by the interaction which took place in the reception area. There were differences between the parties' accounts of the matter. However both agreed that the form had been signed and Sanofi-Aventis products had been discussed.

The Panel considered that the representative had not maintained a high standard of ethical conduct in relation to his meeting with the doctor. The Panel queried whether it was ever acceptable for a representative to ask a health professional to sign such a form. It was certainly not acceptable to do so when the meeting had not been pre-arranged, took place in a public area and formed part of a promotional call. A breach of Clause 15.2 was ruled

With regard to Clause 9.1, the Panel considered that the matter was covered by its ruling of a breach of Clause 15.2. It thus ruled no breach of Clause 9.1.

<b>Complaint received</b>	<b>10 August 2010</b>
<b>Case completed</b>	<b>23 September 2010</b>

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