

# ANONYMOUS PRACTICE NURSES v NOVO NORDISK

## Conduct of representative

An anonymous and non-contactable group of practice nurses complained about the activities of two representatives, one of whom worked for Novo Nordisk whilst the other worked for a devices company.

The complainants stated that the Novo Nordisk representative, who was well known to them, could be a regular nuisance, just walking into their rooms and ignoring receptionists. The representatives were now both going around together promoting their different products at the same time and their visits were less than informative. They asked if they could record a visit as a works call and said they were under pressure to see so many people per day but the complainants often got follow-up marketing survey calls and felt they would be put on the spot particularly if no medicines or devices had been mentioned as was often the case. They had both said their managers knew they did this which the complainants found extraordinary.

Surely it was illegal for two representatives from different companies to call on health professionals together and promote each of their products? The complainants stated that they had been driven to complain because the Novo Nordisk representative was attending daytime and evening meetings held by the other representative, particularly in local hospitals throughout June and July. At these meetings the Novo Nordisk representative got involved with laboratory personnel and nurses regarding the features and quality control of the devices of the second company. The complainants believed that as a Novo Nordisk representative she was not trained to do this and some of the staff had no idea that she didn't work for the devices company.

The detailed response from Novo Nordisk is given below.

The Panel noted that the complainants were anonymous and non-contactable. As set out in the introduction to the Constitution and Procedure, the complainants had the burden of proving their complaint on the balance of probabilities. Anonymous complaints were accepted and like all complaints judged on the evidence provided by the parties.

The Panel noted that there were some differences in detail between the parties' accounts. It was difficult in such circumstances to determine precisely what had occurred. The Panel noted that the Novo Nordisk representative had denied the allegations that she had walked into rooms and

ignored receptionists, falsified call records in order to meet call rate targets or discussed features of the second company's devices. The representative had, however, held two joint meetings with the second company's representative but these were at lunchtime in GP surgeries and not in the evening or at the hospitals identified by the complainants. The representative had only provided 'maintenance of relationship' cover for the hospitals mentioned by the complainants, whilst the usual representative was on sick leave.

The Panel noted that it was not a breach of the Code *per se* for representatives from different companies to hold joint meetings and each promote their own company's products provided all of the arrangements complied with the Code. The Panel noted the allegation that the Novo Nordisk representative, when on her own, would walk into the complainants' rooms and ignore receptionists. The Panel was concerned that the complainants alleged that the representatives' visits were less than informative. The representative had denied this allegation. In this regard the Panel noted in particular the requirements of the Code that representatives must ensure that, *inter alia*, the manner in which calls were made on health professionals did not cause inconvenience. The wishes of individuals on whom representatives wished to call and the arrangements in force at any particular establishment, must be observed. The Panel queried why the complainants continued to see the representatives if they were so concerned about their activities. Novo Nordisk had not provided any information about the role of the manager who, according to the complainants, knew about the representatives' activities.

The Panel considered that there was insufficient evidence before it to determine on the balance of probabilities that a breach of the Code had occurred. No breach was thus ruled.

An anonymous and non-contactable group of practice nurses complained about the activities of two representatives who were alleged to go around together promoting their products. One worked for Novo Nordisk Limited and the other for a devices company. The Director decided that the complaint about the representative employed by the devices company should not proceed as the representative promoted devices which were not medicines and were not covered by the Code.

## COMPLAINT

The complainants stated that they were becoming

increasingly frustrated by two representatives who worked for different companies but who were going around together promoting their products. The complainants all had an interest in diabetes but were feeling uncomfortable and were sure the representatives' practice was unethical.

The Novo Nordisk representative was well known to the complainants; on her own she could be a regular nuisance, just walking into their rooms and ignoring receptionists. The second representative was employed by a devices company and had been introduced to most of the complainants by the first representative as they used to be colleagues at Novo Nordisk. They were now both going around together promoting their different products at the same time and their visits were less than informative. They asked if they could record a visit as a works call and stated that they were under pressure to see so many people per day but the complainants often got follow-up marketing survey calls and felt they would be put on the spot particularly if no medicines or devices had been mentioned, as was often the case. It was becoming a real concern and they had told the representatives that they needed to be careful as they might get into trouble. They had both said their managers knew they did this which the complainants found extraordinary. The complainants did not know of any other representatives who went around together like this so they were not sure what to do.

Surely it was illegal for two representatives from different companies to call on health professionals together and promote each of their products as it also took up a lot of time particularly as they were now in the holiday season and short staffed? They had been driven to complain because the Novo Nordisk representative was also going along to daytime and evening meetings held by the second representative particularly into the local hospitals throughout June and July which some of the complainants attended. These were hospital meetings for the devices company but the Novo Nordisk representative was there too and got quite involved with laboratory personnel and nurses regarding the features and quality control of the devices of the second company. The complainants believed that as a Novo Nordisk representative she was not trained to do this and some of the staff had no idea that she didn't work for the devices company. The Novo Nordisk representative was not a hospital representative so they wondered why she was there at all. They were also aware from other colleagues that this was also happening in a different area; a number of the complainants worked very closely with the specialist nurses in all the hospitals at issue and they had recently shared their concerns too. As Novo Nordisk had a hospital representative assigned to these hospitals this was very confusing for them.

When writing to Novo Nordisk the Authority asked it to respond in relation to the requirements of Clauses 2, 9.1, 15.2 and 15.4 of the Code.

## RESPONSE

Novo Nordisk submitted that from January to June 2010 its representative had promoted Victoza to primary care health professionals; from July 2010 she had additionally promoted Novo Nordisk's insulin portfolio to the same audience. From mid March 2010 to mid August 2010 she also provided secondary care cover for three local hospitals while the usual sales representative was on long-term sick leave.

The representative had been interviewed and those who conducted the interview were satisfied by her answers and believed she had been open and honest with regard to all aspects of the complaint. She strongly denied all of the complainant's allegations other than the reference to two pre-arranged joint meetings which she organised with the second representative.

With regard to the allegation that the representative was a regular nuisance and just walked into rooms and ignored receptionists, Novo Nordisk submitted that it instilled very high standards of behaviour in the field force and would never condone ignoring receptionists or barging into consulting rooms. The representative denied this allegation.

During the investigation, the representative confirmed two joint meetings had been held with the second representative but she strongly refuted the allegation that she, together with the second representative, had made promotional one-to-one calls with health professionals. She also refuted the allegation that she had ever falsified calls in order to meet call rate targets. While call plan compliance (the number of customers seen according to plan) was an important aspect of the sales representative's role, it was not something sales representatives were measured on in terms of bonus or salary.

The representative confirmed that two joint meetings were arranged by her and the second representative. Both were lunchtime meetings at local GP practices where she presented the Novo Nordisk product portfolio. This was followed by the second representative who presented on devices. Each presented on their products separately whilst the other observed. Neither meeting was held in the evening or in the hospitals mentioned by the complainants. The meetings were pre-arranged with the agreement of the GP practices concerned, and were openly and clearly communicated. Pre-arranged joint meetings of this nature was not unusual, however Novo Nordisk sales representatives had been informed that in such circumstances both companies were jointly responsible for complying with the Code.

The representative denied the allegation that she got quite involved with laboratory personnel and nurses regarding the features and quality control of the other representative's devices. The only joint meetings which were held were in GP practices;

laboratory personnel would not have attended given the meetings were not in hospitals. The representative also denied the allegation that she discussed the features of the devices company's product at the above meeting. As stated by the complainants, the Novo Nordisk representative was not trained to discuss such products, nor did she have a desire or need to discuss such products.

Novo Nordisk explained that from mid March until August 2010, its representative had covered three local hospitals as the representative who usually covered these hospitals was on long-term sick leave. However, this cover entailed a 'maintenance of relationship' role, simply providing materials as and when needed, rather than areas which formed part of the representative's targets and no joint meetings with its representative were organised at these hospitals during this period of cover.

Novo Nordisk provided details of the contact rates in primary care. These being three for contact with practice nurses. The contact rates were within the industry average. The targets should be very achievable for an experienced representative. These representatives were not bonused against activity rate but against sales volume vs target.

In conclusion, Novo Nordisk denied breaches of Clauses 2, 9.1, 15.2, 15.4 or any other clauses of the Code.

#### **PANEL RULING**

The Panel noted that the complainants were anonymous and non-contactable. As set out in the introduction to the Constitution and Procedure the complainants had the burden of proving their complaint on the balance of probabilities. Anonymous complaints were accepted and like all complaints judged on the evidence provided by the parties.

The Panel noted that there were some differences in detail between the parties' accounts. It was difficult in such circumstances to determine precisely what had occurred. The Panel noted that the company had interviewed the representative at issue who had denied the allegations that she had walked into rooms and ignored receptionists, falsified call

records in order to meet call rate targets or discussed features of the devices company's products. The representative had, however, held two joint meetings with the devices company's representative but these were at lunchtime in GP surgeries and not in the evening or at the hospitals identified by the complainants. The representative had only provided 'maintenance of relationship' cover for the three hospitals mentioned by the complainants, whilst the usual representative was on sick leave.

The Panel noted that it was not a breach of the Code *per se* for representatives from different companies to hold joint meetings and each promote their own company's products provided all of the arrangements complied with the Code. The Panel noted the allegation that the representative in question when on her own would walk into the complainants' rooms and ignore receptionists. The Panel was concerned that the complainants alleged that the representatives' visits were less than informative. The representative had denied this allegation. In this regard the Panel noted in particular the requirements of Clause 15.4 that representatives must ensure that, *inter alia*, the manner in which calls were made on health professionals did not cause inconvenience. The wishes of individuals on whom representatives wished to call and the arrangements in force at any particular establishment, must be observed. The Panel queried why the complainants continued to see the representatives if they were so concerned about their activities. Novo Nordisk had not provided any information about the role of the manager who, according to the complainants, knew about the representatives' activities.

The Panel considered that there was insufficient evidence before it to determine on the balance of probabilities that a breach of the Code had occurred. No breach of Clauses 2, 9.1, 15.2 and 15.4 were thus ruled.

<b>Complaint received</b>	<b>18 August 2010</b>
<b>Case completed</b>	<b>20 September 2010</b>

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