

FORMER EMPLOYEE v ASTELLAS

Promotional practices

A former employee of Astellas Pharma complained about the company's promotional practices and alleged that the number of breaches and their severity, brought the industry into disrepute and abused the limited public funds provided to the NHS. The complainant provided a copy of a letter which he had sent to two NHS chief executives detailing the breaches and stated that majority of the points discussed fell under Clause 2 of the Code. These being inducement to prescribe to doctors to switch patients' from generic medicines to Astellas brands, prejudicing patient safety, misleading promotional/activities in relation to meetings and misleading sales activities by encouraging over-prescription of Zineryt.

Various promotional meetings had invitations with letters attached with an NHS logo requesting the attendance of the GP. The meeting was sold as an NHS meeting, yet was a promotional activity for the company. Delegates all complained afterwards that the meeting was a disguised promotional activity and that the use of NHS logos was misleading and caused offence. The complainant stated that his manager asked him to confirm that attendees had received their 'NHS urology meeting invitation', and inform them that attendance was mandatory. All delegates received large branded 'goody' bags. Attendance certificates were used as 'access tools' to follow up all the promotional messages delivered at the meeting.

During a promotional call with a dispensing GP, the commercial discounts were also calculated for the surgery. This was a breach of the Code. Once the profits had been calculated for the surgery, GPs were then advised that Astellas could either offer an intervention service to switch all patients from generic products onto branded products, or offer the GP excessive payment to cover the time they would need to do the switch themselves. This was a direct inducement to prescribe the company's products. This activity was evidenced in the field visit report carried out by the complainant's manager, who trained him to carry out the call like this. Following on from the call the complainant was congratulated and rewarded for securing a switch program.

The detailed response from Astellas Pharma is given below.

The Panel noted that the complainant had made a number of serious allegations including some about the conduct of his manager. Astellas denied all the allegations. It appeared that much of this case related to one person's word against another. It was difficult in such cases to determine where the truth lay. As stated in the introduction to the

Constitution and Procedure a complainant had the burden of proving their complaint on the balance of probabilities. The complainant had provided very little material to support his position. A judgement had to be made on the available evidence.

The Panel noted that more detail about the allegations was included in the letter the complainant sent to the NHS chief executives. The complainant had called upon dispensing doctors and considered that the Code required discussions about discounts to be separated from the promotion of those medicines' clinical benefits. This was not necessarily so. Such activities were promotional and the Panel considered that, provided that the requirements of the Code were otherwise met clinical and commercial discussions could occur in the same call. It appeared that the complainant's manager preferred his representatives to discuss the two topics in separate calls which might be prudent but it was not a breach the Code *per se* to do otherwise. No detailed allegations had been made. The Panel ruled no breach of the Code.

The supplementary information to the Code, Terms of Trade, stated that measures or trade practices relating *inter alia* to discounts which were in regular use by a significant proportion of the pharmaceutical industry on 1 January 1993 were outside the scope of the Code. The General Medical Council advised doctors to act in patient's best interest when, *inter alia*, arranging treatment.

Promoting the use of a brand instead of a generic was not necessarily a breach of the Code. It was unacceptable for companies to pay for or facilitate switches. The complainant alleged that his manager had trained him to offer a switch service or payment for one to be carried out and that this was evidenced in a field visit report. The letter to the NHS chief executives stated that the manager advised a surgery that had refused to use branded Flomaxtra, to prescribe tamsulosin tablets as only Flomaxtra could fill such a prescription. The complainant alleged that there was no clinical need to move patients from generic tamsulosin capsules and that the heavy handed promotion of Flomaxtra was completely misleading.

The Panel noted each party's comments. The field visit report showed that patients at one surgery on tamsulosin capsules were switched to Flomaxtra but not that Astellas had paid for or otherwise facilitated the switch. The prescribers decided which patients to switch. There was no evidence that the discount offered to dispensing doctors was offered as a payment to switch patients. The Panel ruled no breach of the Code.

In relation to the meeting, the Panel noted the letter about the meeting, signed by three consultants on NHS trust headed paper, provided by the complainant was different to the copy provided by Astellas in that the Astellas copy stated at the bottom of the page 'This meeting is wholly sponsored by Astellas Pharma Ltd'. Both versions stated that Astellas had agreed to sponsor the meeting. The original invitation included the company logo and a number of references to Astellas' role.

The Panel noted that the letter from the consultants started with details about the venue, programme and speakers. It went on to explain that Astellas had agreed to sponsor the meeting and the consultants had asked the company to invite GPs who referred patients to their urology service. The letter stated that it would be helpful if one GP from each practice attended. There was no mention of mandatory attendance. It could be argued that the impression was given that the meeting was an NHS-led meeting with sponsorship from Astellas and not an Astellas-led promotional meeting. Astellas denied the allegations that the manager had directed the complainant to refer to the meeting as an NHS meeting and that attendance was mandatory. The Panel noted that the letter from the consultants did not refer to the meeting as an NHS meeting. The letter was on NHS headed paper and would appear to recipients to endorse the meeting. It was the second mailing about the meeting. The proforma to reserve a place was to be returned to Astellas and referred to the invitation already received from Astellas. On balance the Panel considered that overall the nature of the meeting should have been made clearer in the letter but the letter did not disguise the nature of the meeting as alleged. The Panel ruled no breach of the Code in this regard. The Panel noted that branded items had been available to the meeting attendees. There was no complaint about the actual items. The Panel noted that providing branded promotional items at the promotional meeting was not unacceptable. No breach was ruled. The Panel did not consider that the letter from the consultants or the use of the branded items meant that high standards had not been maintained. No breach was ruled including Clause 2.

The Panel was concerned by the complainant's statement that attendees had complained that the meeting was a disguised promotional activity and that the use of NHS logos was misleading and offensive. The Panel noted its comments about the letter from NHS consultants. It considered that the relationship between the NHS, the consultants and Astellas in relation to the meeting should have been made clearer but that in the circumstances the use of the NHS logo was not misleading or offensive. No breach was ruled in this regard.

The delivery of attendance certificates after the meeting was not necessarily a breach of the Code. There was no evidence that the representatives had used either the invitation or the attendance certificates as inducements to gain an interview. No breach was ruled.

The complainant alleged that his manager forced him to encourage GPs to prescribe Zineryt 90ml excessively. The Panel noted that there was no evidence in this regard. The briefing material for the detail aid stated that the 90ml pack size was for patients with acne more widespread than just on the face. The Panel ruled no breach of the Code.

A former employee of Astellas Pharma Ltd complained about the company's promotional practices.

COMPLAINT

The complainant stated that the number of breaches of the Code by Astellas, and their severity, brought the industry into disrepute and abused the limited public funds provided to the NHS. The complainant provided a copy of a letter which he had sent to two local NHS chief executives detailing the breaches.

Clause 2 – Discredit to, and reduction of confidence in the industry

The complainant stated that majority of the points discussed in the letter to two NHS chief executives fell under this clause.

- a) Inducement to prescribe – offering doctors excessive payments to switch their patients from cheaper generic products on to more expensive Astellas branded products.
- b) Prejudicing patient safety – encouraging doctors to undertake 'blanket' switches with excessive payments for their time, thus neglecting patient welfare.
- c) Misleading promotional activities – the meetings described as NHS meetings were promotional meetings which were knowingly mis-described to GPs.
- d) Misleading sales activities – due to extremely low sales of Zineryt (available in both 30ml and 90ml) the complainant's manager forced him to encourage GPs to prescribe 90ml excessively when not needed, to bring in higher sales. This caused great wastages due to the limited shelf life of the product, and was a complete waste of patient welfare and public funds.

Clause 9 – High standards, format, suitability

The various promotional meetings had invitations with letters attached with an NHS logo requesting the attendance of the GP. The meeting was sold as an NHS meeting, yet was a promotional activity for the company. The delegates all complained afterwards that the meeting was a disguised promotional activity and that the use of NHS logos was very misleading and caused offence.

Clause 12 – Disguised promotion

The meetings discussed in Clause 9, though billed as an NHS meeting were promotional activities. The

complainant stated that his manager asked him to telephone surgeries, or call in person, to confirm they had received their 'NHS urology meeting invitation', and inform them that attendance was mandatory as they had been written to by the urology department. All delegates at the meeting received large branded 'goody' bags with branded items to further enhance brand awareness.

Clause 14 – Certification

The delegates who attended the NHS meeting were given attendance certificates which Astellas used as 'access tools' to follow up all the promotional messages delivered at the meeting.

Clause 15 – Representatives

Representatives must not employ any subterfuge to gain an interview: during the promotion of the NHS meeting the complainant was directed to call on GPs and state that he was 'delivering a letter of importance from the NHS, it is important I see the Dr ...'. Furthermore after the meeting the attendance certificates were used as access tools to secure an interview. Both activities were in breach of Clause 15.

Clause 18 – Inducements

During a promotional call with a dispensing GP, the commercial discounts were also calculated for the surgery. This was a breach of the Code. Once the profits had been calculated for the surgery, GPs were then advised that Astellas could either offer an intervention service to switch all patients from generic products onto branded products, or offer the GP excessive payment to cover the time they would need to do the switch themselves. This was a direct inducement to prescribe the company's products, in breach of Clause 18. This activity was evidenced in the field visit report carried out by the complainant's manager, who trained him to carry out the call like this. Following on from the call the complainant received a congratulations card (provided) and chocolates as a gift for securing a switch program.

The complainant considered that it was his moral and professional duty to bring such violations to the Authority's attention as it was clear that the conduct of Astellas brought the rest of the industry into disrepute.

When writing to Astellas, the Authority asked it to respond in relation to Clauses 2, 9.1, 12.1, 14, 15.3, 18.1 and 18.4 of the Code.

RESPONSE

Astellas noted that the complainant had provided no evidence to show that the company had paid doctors to switch patients to its medicines as alleged. Astellas submitted that no health professional had been paid to switch patients, review patients on other treatments or encourage them to use Astellas products. Astellas'

representatives had encouraged GPs to carry out a simple switch from other products within the same therapeutic class to Astellas medicines because of the benefits of the particular brand. This was not a breach of the Code in itself and no payments, inducements or benefits in kind had been given either directly or through a third party in order to make this happen.

The complainant had alleged that 'blanket switch' programmes had prejudiced patient safety but had provided no supporting evidence. Astellas submitted that no 'blanket switch' programmes had been undertaken and that no payments had been made to health professionals. Representatives were paid to promote their product consistently with the Code and Astellas had no evidence that anything to the contrary had occurred.

It was alleged that Astellas ran promotional meetings disguised as NHS meetings. Astellas stated that it supported a number of different types of meetings including company-led meetings and NHS-led meetings. All such meetings were conducted in line with the Astellas external meetings policy which required that an accurate acknowledgement of the extent of Astellas' involvement with the meeting was declared. Copies of briefing documents for all Astellas meetings were available along with approved invitations that had been sent out. Astellas could find no evidence of disguised promotion.

The meeting that was referred to in point 2 of the complaint was an Astellas-led promotional meeting. The invitation, meeting approval form and speaker briefs were provided. Such briefings and invitations were template documents which had been certified and the representative could add speaker names and presentation topics. These briefs and invitations were then checked for Code compliance by the representative's business manager and, if the meeting had a budget of £500 or more, by the Astellas medical department. For this meeting the invitations and briefs were examined by both the business manager and the medical department. The invitation made it clear that this was an Astellas meeting; Astellas was mentioned seven times, not including the Astellas logo. Specifically there were three separate declarations that this meeting was 'wholly sponsored by Astellas Pharma Ltd'. Astellas failed to understand how any recipient could not be clear that this meeting was an Astellas meeting and not an NHS-led meeting. The meeting was initially scheduled to run for 2 hours with all three local urologists speaking on the management of overactive bladder in primary care, urinalysis and the local referral pathway for suspected urological cancers. The urologists were particularly keen to explain the local referral process and pathway for suspected urological cancers to the local GPs and they asked if Astellas would send a second mailing consisting of a letter signed by all three urologists as they did not have the resources to do this. As this was an unusual request, this was seen by the Astellas medical department and because it was made clear in both the text and the declaration on

the bottom of the letter that this was an Astellas meeting, the company agreed to send the letter on behalf of the consultants since the 2 week maximum wait was an NHS target and this was an important disease area. Astellas noted that the copy of the consultants' letter which the Authority received did not include the declaration 'This meeting is wholly sponsored by Astellas Pharma Ltd' on the bottom and the company could only speculate as to how this happened. However Astellas had a digital copy of the original and the declaration that the meeting was wholly sponsored by Astellas was stated at the foot. Astellas was clear that this was not an attempt to suggest this was an NHS-led meeting. A reply slip was enclosed with the consultants' letter which was written by the local representative. However this contained only a form to capture administrative details and referred to the previous invitation sent by Astellas.

Astellas noted that it chose the three speakers but due to unforeseen circumstances, one had to withdraw from the meeting at very short notice. Astellas' medical sales representative briefed the remaining two speakers according to Astellas' electronic field notes. Copies of both presentations were provided. One speaker used a certified slide kit from Astellas as the basis for his talk which he subsequently modified. However the modifications were consistent with the Code. The other speaker projected the hospital referral pathway document on screen and did not use slides.

The complainant stated that 'the delegates all complained' after the meeting because they were not aware of it being an Astellas meeting. The manager was not at the meeting but neither he nor the other medical representative who was present received any complaints about disguised promotion. Surprisingly for such a serious accusation, the complainant raised no concerns beforehand and did not mention any customer complaints to his manager after the meeting. The first Astellas had heard of any issue was in the complainant's letter to the Authority just over one year later. There appeared to be no evidence to support this allegation and the supporting materials strongly supported Astellas' view that the complainant's statements were not true.

The complainant stated that his manager told him to say this was an NHS meeting and that attendance was mandatory when calling upon doctors to remind them about the meeting. The manager categorically denied this and it was clear from both the supporting documentation and simple common sense that these would not have been credible statements to make. The manager understood that it was in breach of the Code to proactively telephone customers for any reason and so he had never instructed any of his representatives to do so. The manager denied that he had directed the complainant to 'telephone surgeries or call in person, to confirm they had received their NHS urology meeting invitation, and inform them that attendance was mandatory as they had been written to by the urology department'. Astellas

provided a copy of the email sent to the complainant and his territory counterpart to drive attendance to the meeting; the manager simply stated 'Let's do all we can to make this a fantastic meeting which means pulling out all the stops to drive attendance'. By this he meant ensuring that all of the relevant surgeries had a copy of the Astellas approved invitation. The manager recalled that around this time, the complainant was absent from work and was not heavily involved in promoting this meeting to GPs until one to two days before it took place.

It was also stated that 'goody bags' were given out to delegates with branded items to 'enhance brand awareness'. Astellas submitted that plastic delegate bags most likely containing branded post-it pads, pens, patient bladder diaries, overactive bladder algorithm leaflets and the like would have been available. Astellas did not know exactly what promotional items had been available on the night since the meeting took place over a year ago but to give out such items which were all certified and had an actual and perceived value of less than £6 (excluding VAT) was not a breach of the 2008 Code and this was one point on which Astellas agreed with the complainant.

Astellas strongly considered that this meeting was not in breach of Clauses 9.1, 12.1, 14 or 2.

Astellas denied the complainant's allegation that attendance certificates were used as 'access items' after such meetings. No certificates were available at Astellas' speaker meetings because typically over 100 invitations were sent (over 400 for this event) and the actual attendance was just 20. Names were taken and a printed certificate was delivered afterwards but all representatives were briefed that they could not use it to gain an interview and it must be left with the receptionist if requested. Astellas confirmed separately with another member of the manager's team that the team had all been verbally briefed on several occasions that certificates and requested items via reply-paid cards must be left with receptionists if required and specifically that they must not be used to gain an interview. This was in addition to the training provided when representatives joined Astellas. The complainant's version of events seemed to be at variance with those of the manager and his team.

The complainant stated he was instructed to use subterfuge to gain an interview by stating he was 'delivering a letter of importance from the NHS'. No such direction was given by the manager around gaining an interview using invitations to an 'NHS meeting'. Representatives might have asked to see a GP to discuss a forthcoming meeting of interest but this was a normal promotional activity relating to any territory meeting that was imminent. There was never an instruction to disguise this as an NHS meeting. In summary there was no evidence of any breach of Clause 15.3.

Astellas noted the allegation that, with regard to Zineryt, the complainant's manager had forced him

during field visits to encourage GPs to prescribe 90ml excessively when not needed. This was alleged to have been due to low sales in the region. Zineryt at the time was the most widely prescribed topical acne brand in the UK and the sales data for the regions mentioned were no different from the rest of the country. No encouragement had been made within the region to ask health professionals to use Zineryt 90ml when the 30ml presentation would be more appropriate. Zineryt, once reconstituted, had a 5-week shelf life after which any unused solution should be discarded. Zineryt 90ml should therefore be prescribed where the patient had acne over an extended area such as the face, neck, bib area, shoulders and accessible parts of the back. This strategy was in line with the national operational plan and briefing document at the time. The sales aid in use at that time which also doubled as a leavepiece, made it clear that Zineryt 90ml was intended for larger areas of acne. The manager could not recall an instance when the complainant inappropriately sold Zineryt 90ml so there was no evidence on this specific issue. Astellas believed high standards had been maintained and thus it denied a breach of Clause 9.1.

The complainant stated that he breached the Code by discussing commercial discounts during a promotional call. Astellas was puzzled by this and thought this had arisen from a communication from the manager. The manager had issued guidance to his representatives regarding the need to keep 'clinical' (ie promotional) calls separate from commercial calls. Astellas was not aware that this was in itself a breach of the Code; it was simply the manager's preferred way of working. However in feedback to the complainant, the manager had insisted that the complainant keep discount discussions with dispensing GPs separate from a promotional call. The complainant was informed of the manager's instruction in this regard in an email dated 4 December 2009 which was provided. Astellas failed to see how mixing promotional discussions with discount discussion with dispensing GPs was a breach of the Code. Discounts were exempt under Clause 18.1 (supplementary information) as they were in regular use by a significant proportion of the pharmaceutical industry on 1 January 1993. The Code did not state that such discussions could not take place in the same call and indeed this would be common practice in the industry in Astellas' experience.

Astellas noted the allegation that it could 'offer an intervention service to switch all patients from generic products onto branded products, or offer the GP excessive payment to cover the time they would need to do the switch themselves'. It was alleged that these practices were evidenced in the manager's field report accompanying the complaint. Astellas could find no mention of such activities in the field visit report. The only mention of products being transferred or switched were the doctor's agreed actions as a direct result of the sales call – 'transfer of [tamsulosin capsules] to Flomaxtra' which was exactly what was expected of

the representative. There was no financial inducement or 'switch service', both of which would have been serious breaches of Clause 18. The sales call that the complainant referred to with the coaching report was, from the manager's recollection, solely a promotional call following a commercial call with the dispenser at which the manager was not present. The GP in question raised the cost of the branded generic form of tamsulosin capsules that the practice used and the fact that the practice lost money by using it (the tariff price was apparently lower than cost of the medicine). As a result, the GP volunteered to review patients on tamsulosin capsules and move suitable patients to Flomaxtra if they fitted the criteria he devised. This was highlighted on the feedback form (dated 2 June 2009) in terms of the outcomes from the call. Further discussion around this outcome from the complainant to the marketing department was contained in an email (provided) which clearly showed that no financial inducement or third party 'intervention' service was used to effect these switches.

Once again these allegations seemed to be without foundation and no supporting evidence was offered to substantiate them. Indeed the evidence to refute them included an email from the complainant in which he detailed exactly what he did to achieve the switches and offered a completely rational explanation for the decision made by the practice, all in a manner compatible with the Code (Clause 18.4, supplementary information).

Astellas offered a therapy review service in the separate area of overactive bladder which was a fully certified programme run by a third party but none of the complainant's customers had ever used it.

In summary a great many of the complainant's allegations had been made without any evidence to substantiate them. Astellas took its responsibilities to adhere to the Code seriously and strongly refuted any breaches of Clauses 2, 9.1, 12.1, 14, 15.3, 18.1 and 18.4.

PANEL RULING

The Panel noted that the complainant, an ex-employee of Astellas, had made a number of serious allegations including some about the conduct of his manager. Astellas denied all the allegations. It appeared that much of this case related to one person's word against another. It was difficult in such cases to determine where the truth lay. As stated in the introduction to the Constitution and Procedure a complainant had the burden of proving their complaint on the balance of probabilities. In this case the complainant had provided very little material to support his position. A judgement had to be made on the available evidence.

The Panel noted that more detail about the allegations was included in the letter the complainant sent to the NHS chief executives, a

copy of which he provided to the PMCPA. The Panel considered the case as follows.

Alleged inducements to prescribe

The complainant had called upon dispensing doctors and considered that the Code required discussions about discounts to be separated from the promotion of those medicines' clinical benefits. This was not necessarily so. All claims about a product, including cost and discussions about discounts had to comply with the Code. Such activities were promotional and the Panel considered that, provided that the requirements of the Code were otherwise met particularly Clause 18.1, clinical and commercial discussions could occur in the same call. It appeared that the complainant's manager preferred his representatives to discuss the two topics in separate calls which might be prudent but it was not a breach the Code *per se* to do otherwise. No detailed allegations had been made. The Panel ruled no breach of Clause 18.1.

The supplementary information to Clause 18.1, Terms of Trade, stated that measures or trade practices relating *inter alia* to discounts which were in regular use by a significant proportion of the pharmaceutical industry on 1 January 1993 were outside the scope of the Code and excluded from Clause 18.1. The General Medical Council advised doctors to act in a patient's best interest when, *inter alia*, arranging treatment. This was also included as supplementary information to Clause 18.1.

Promoting the use of a branded product instead of a generic medicine was not necessarily a breach of the Code. The supplementary information to Clause 18.4, Switch and Therapy Review Programmes, made it clear that it was unacceptable for companies to pay for or facilitate switches. The complainant alleged that his manager had trained him to offer a switch service or payment for one to be carried out and that this was evidenced in a field visit report. The letter to the NHS chief executives stated that the manager advised a surgery that had refused to use branded Flomaxtra, to prescribe tamsulosin tablets as only Flomaxtra could fill such a prescription. Tamsulosin capsules were available generically. The complainant alleged that there was no clinical need to move patients from generic tamsulosin and that the heavy handed promotion of Flomaxtra was completely misleading.

The Panel noted each party's comments. The field visit report showed that patients at one surgery on tamsulosin capsules were switched to Flomaxtra but not that Astellas had paid for or otherwise facilitated the switch. The prescribers decided which patients to switch. There was no evidence that the discount offered to dispensing doctors was offered as a payment to switch patients as prohibited by Clause 18.4. The Panel ruled no breach of Clauses 18.1 and 18.4 and thus no breach of Clause 2.

Meeting – 25 November 2009

The Panel noted the letter signed by three consultants on NHS trust headed paper provided by the complainant was different to the copy provided by Astellas in that the Astellas copy stated at the bottom of the page 'This meeting is wholly sponsored by Astellas Pharma Ltd'. Both versions of the letter stated that Astellas had agreed to sponsor the meeting. The original invitation included the company logo and a number of references to Astellas' role.

The Panel noted that the letter from the consultants started with details about the venue, programme and speakers. It went on to explain that Astellas had agreed to sponsor the meeting and the consultants had asked the company to invite GPs who referred patients to their urology service. The letter stated that it would be helpful if one GP from each practice attended. There was no mention of mandatory attendance. It could be argued that the impression was given that the meeting was an NHS-led meeting with sponsorship from Astellas and not an Astellas-led promotional meeting. Astellas denied the allegations that the manager had directed the complainant to refer to the meeting as an NHS meeting and that attendance was mandatory. The Panel noted that the letter from the consultants did not refer to the meeting as an NHS meeting. The letter was on NHS headed paper and would appear to recipients to endorse the meeting. It was the second mailing about the meeting. The proforma to reserve a place at the meeting was to be returned to Astellas and referred to the invitation already received from Astellas. On balance the Panel considered that overall the nature of the meeting should have been made clearer in the letter but the letter did not disguise the nature of the meeting as alleged. The Panel ruled no breach of Clause 12.1 in this regard. The Panel noted that branded items had been available to the meeting attendees. There was no complaint about the actual items which would be promotional. The Panel noted that providing branded promotional items at the promotional meeting was not unacceptable. No breach of Clause 12.1 was ruled. The Panel did not consider that the letter from the consultants or the use of branded items at a promotional meeting meant that high standards had not been maintained. No breach of Clause 9.1 was ruled. The Panel did not consider the circumstances warranted a breach of Clause 2 and ruled accordingly.

The Panel was concerned by the complainant's statement that attendees had complained that the meeting was a disguised promotional activity and that the use of NHS logos was misleading and offensive. The Panel noted its comments about the letter from NHS consultants. It considered that the relationship between the NHS, the consultants and Astellas in relation to the meeting should have been made clearer but in the circumstances the Panel did not consider that the use of the NHS logo was misleading or offensive. No breach of Clause 9.1 was ruled in this regard.

The delivery of attendance certificates after the meeting was not necessarily a breach of the Code. There was no evidence that the representatives had used either the invitation or the attendance certificates as inducements to gain an interview. No breach of Clause 15.3 was ruled. The provision of attendance certificates was not covered by Clause 14 which dealt with company approval of its materials and activities. No breach of Clause 14 was ruled.

Promotion of Zineryt 90ml

The complainant alleged that his manager forced him to encourage GPs to prescribe Zineryt 90ml excessively. The Panel noted that there was no evidence in this regard. The briefing material for the detail aid stated that the 90ml pack size was for patients with acne more widespread than just on the face. The Panel ruled no breach of Clause 2.

Complaint received **22 November 2010**

Case completed **11 March 2011**
