

GENERAL PRACTITIONER v PFIZER

Gaining access for remote detailing

A General Practitioner alleged that a representative from Pfizer had used underhand methods to speak to him in breach of the Code.

The complainant explained that the named representative had telephoned at least twice one morning (whilst he was seeing patients) and spoken to the receptionist, each time insisting that the complainant had arranged to speak to her and pressing to be put through urgently. The complainant called her back because he had previously had concerns about a medicine and wondered if it was a clinical scientist from Pfizer that had called. On returning the call, the complainant discovered that the caller was a representative trying to promote a medicine. The complainant stated that when challenged, the representative explained that the arrangements for the call had been made via a colleague. From his receptionist's report, the complainant did not think that that was so.

The detailed response from Pfizer is given below.

The Panel noted that the parties' accounts of whether the appointment was actually booked, the arrangements for the booking and what the representative had stated with regard to the urgency of the call differed. The complainant had not been party to any of these conversations. The Panel noted the difficulty in dealing with complaints based on one party's word against the other; it was often impossible in such circumstances to determine precisely what had happened. The introduction to the Constitution and Procedure stated that a complainant had the burden of proving their complaint on the balance of probabilities but the Panel noted the difficulty for complainants in cases such as this to provide any evidence to support their allegations. The Panel noted, however, that a high degree of dissatisfaction was usually required before an individual was moved to submit a formal complaint. The Panel noted that the complainant had been sent a copy of Pfizer's submission and stood by his version of events.

The Panel noted that arrangements for the call had been made via a call scheduling company whose call notes recorded that a named receptionist had suggested the date and time of the appointment. On the day, the representative had telephoned at the pre-arranged time and then, because the complainant was busy, had, at the receptionist's suggestion, called again fifteen minutes later. As the complainant was still busy, the representative had asked if he could return her call. In the Panel's view, this frequency of calls and the request for a return call, might have suggested to the complainant and receptionist that the matter was urgent even if as submitted by Pfizer, the representative had not stated it to be so. Although

it appeared that communication between the parties could have been better, the Panel noted that the representative had set out to fulfil a pre-arranged call at a time she had been told was convenient for the complainant. The Panel could understand the representative's desire to keep the appointment given that supplementary information to the Code stated that if, for unavoidable reasons, an appointment could not be kept, the longest possible notice must be given.

The Panel noted the differences between the parties but considered that, on balance, it had not been demonstrated that in contacting the complainant the representative had not maintained high standards of ethical conduct. Nor had it been established that, on the balance of probabilities, the representative had employed any inducement or subterfuge in order to speak to the complainant. The Panel thus ruled no breach of the Code.

A general practitioner complained that, a named Pfizer Limited medical representative had used subterfuge to gain an interview.

COMPLAINT

The complainant explained that the named representative had called his practice at least twice on the morning in question and spoken to the receptionist. On both occasions the representative insisted that the complainant had made a prior arrangement to speak to her at 11am and pressed to be put through urgently. The complainant stated that he was seeing patients so called her back on the number taken by the receptionist. The complainant submitted that he had previously made enquiries through an independent pharmacist regarding concerns about a medicine and wondered if it was a clinical scientist from Pfizer that had called. On returning the call, the complainant discovered that the person who had called him was a representative attempting to market one of her products for the treatment of atrial fibrillation. The complainant stated that when challenged, the representative did not deny that the complainant had not made a prior arrangement to speak to her but claimed that it was a colleague who had called on her behalf. From his receptionist's report, the complainant did not think that that was so.

The complainant noted that Clause 15.3 stated that representatives must not employ any subterfuge to gain an interview and alleged that the representative in question had done just that. The complainant was annoyed that the representative had used underhand methods to try and obtain an interview.

When writing to Pfizer, the Authority asked it to respond in relation to Clauses 15.2 and 9.1 in addition to Clause 15.3 as cited by the complainant.

RESPONSE

Pfizer submitted that the representative in question was a senior member of the remote detailing team having previously been a Pfizer primary care representative. The individual in question always conducted herself in a professional manner ensuring that she worked with the highest levels of integrity. She had passed the ABPI examination.

Pfizer worked with a call scheduling company which booked appointments with health professionals via surgery reception staff. This was the same practice as for any customer-facing representative going into the surgery except that the actual meeting was held via an online meeting room rather than face-to-face. Pfizer submitted that UK health professionals found this way of interacting convenient and flexible.

An agent from the call scheduling company contacted the complainant's surgery in late January 2014 and spoke to the receptionist who took down the details and suggested the time of the appointment. The call scheduling company's agent created an appointment for the representative to call the complainant on the day in question at 11am as recommended by the receptionist; the complainant would be there all day and could take the call after morning surgery. The receptionist stated that the telephone lines would be open and the complainant would have computer access for the online call.

The representative called the complainant, as arranged, and spoke to the receptionist on duty. The receptionist mentioned that the complainant was in surgery and suggested Wednesday afternoon would be a good time to call. However, the representative explained that she had an appointment to speak to the complainant at 11am and asked if she could call back when surgery had finished as she did not want him to think she had missed the appointment. In light of this explanation, the receptionist suggested that the representative call back at approximately 11.15am. Pfizer noted that the representative had acted on the advice given and called back at 11.15am. Given that surgery had not yet finished, she left a message with the receptionist to ask if the complainant could call her when convenient. This seemed to be the most reasonable course of action given that an appointment had been scheduled with the complainant for 11am but it was difficult to estimate when his surgery would finish. The representative therefore left her name, company, work number and stated that she had called to discuss a treatment for stroke prevention in non valvular atrial fibrillation. The representative did not state that the call was urgent.

The complainant called back at approximately 11.25am and the representative stated the purpose of her call. The complainant stated that the representative did not have an appointment to speak to him to which she replied that a colleague had made the appointment on her behalf and apologised for any misunderstanding.

Pfizer submitted that the appointment with the complainant was made in good faith with his

reception staff and therefore it refuted that it was in breach of Clause 15.3 nor did it consider that it was in breach of Clauses 9.1 or 15.2.

Pfizer provided evidence of the scheduling calls between the call scheduling company and the complainant's surgery. Pfizer noted that the call made by the call scheduling company to the surgery the day before was not answered. The call the next day was answered and led to the scheduling of the appointment with the representative in question.

Further comments from the complainant The complainant submitted that all of the receptionists were well trained and knew that none of the doctors from the practice routinely had appointments with pharmaceutical company representatives. The complainant thus found it very hard to believe that any of them would have offered an appointment on the day in question had the call scheduling company's agent been open about the purpose of the call. There was no evidence on the practice screen that any appointment was booked for any such purpose. Furthermore the complainant submitted that he always had a routine appointment with a patient for 11am so it would not be plausible that an appointment would be given at that time as all of his staff knew that he would still be consulting in surgery then.

The complainant stated that he would like to hear a recording of the conversation between the receptionist and call scheduling company. The complainant was surprised by the call scheduling company's claim that its telephone call in late January at lunch time was unanswered; telephones were automatically transferred through to an out-of-hours provider then so it would have been answered immediately. This led the complainant to wonder how reliable the evidence was. The complainant disputed the representative's claim that she did not state that the call was urgent as the receptionist clearly stressed this to him.

The complainant submitted that overall he was disappointed with Pfizer's response as all he wanted was a simple apology and an undertaking that this kind of behaviour would not persist. The complainant also requested that no-one from Pfizer, or from any third party contracted by the company, would telephone the surgery in this manner or try to arrange such appointments.

Further comments from Pfizer Pfizer submitted that the call scheduling company did not routinely record calls. A scheduling call was expected to take between one and two minutes so the telephone record previously provided was in line with call duration expectations.

The call notes including the appointment record provided showed that an agent from the call scheduling company contacted the complainant's surgery in late January and spoke to a named receptionist who recorded the appointment details and suggested the time. The call notes showed that the receptionist specifically commented that that day month and time would be a good time to telephone

as the complainant was in practice all day and could take the call after morning surgery. The call notes detailed that the receptionist had stated that the telephone lines would be open and the complainant would have access to a computer for the online call. Pfizer submitted that it was therefore clear to the receptionist that it would be a remote call. A follow up email from the agent to the receptionist was not sent but the receptionist did confirm that the appointment had been recorded and that she would pass on the information.

A copy of the script used by the call scheduling company when scheduling appointments was provided. Pfizer submitted that the call was originally scheduled to discuss Lyrica (pregabalin) for neuropathic pain but the Pfizer representative was also able to discuss a new indication for Eliquis (apixaban) to prevent stroke in patients with atrial fibrillation by the time of the actual call. Pfizer submitted that the representative chose to discuss the new information with the complainant rather than Lyrica and it was not unusual for a representative to focus on a different product in their portfolio than originally intended provided they were fully trained on that product.

Pfizer submitted that given the complainant's response to its previous letter, it assumed that the receptionist might not have written the appointment down in a place that was visible to practice staff on duty 5 weeks later when contacted by the Pfizer representative.

To address the complainant's final comments, Pfizer apologised for any inconvenience and distress this incident might have caused. Pfizer emphasized that the appointment was made in good faith by the call scheduling company via the receptionist and the Pfizer representative had the best intentions when she contacted the surgery at the scheduled time. Pfizer confirmed that it had noted and communicated the complainant's wish not to be contacted in the future by any Pfizer representative or third party call scheduling company working on Pfizer's behalf.

PANEL RULING

The Panel noted the clauses cited by the complainant and the case preparation manager, Clauses 15.2, 15.3 and 9.1 of the Code. The 2014 Code came into operation on 1 January 2014 with a transition period for newly introduced requirements. The clauses cited in this case were the same in the 2014 and 2012 Second Edition (amended) Codes, thus the Panel used the 2014 Code.

The Panel noted that the parties' accounts of whether the appointment was actually booked, the arrangements for the booking and what the Pfizer representative had stated with regard to the urgency of the call differed. The complainant had not been party to any of these conversations. The Panel noted the difficulty in dealing with complaints based on one party's word against the other; it

was often impossible in such circumstances to determine precisely what had happened. The introduction to the Constitution and Procedure stated that a complainant had the burden of proving their complaint on the balance of probabilities but the Panel noted the difficulty for complainants in cases such as this to provide any evidence to support their allegations. The Panel noted, however, that a high degree of dissatisfaction was usually required before an individual was moved to submit a formal complaint. The Panel noted that the complainant had been sent a copy of Pfizer's submission and stood by his version of events.

The Panel noted that the call scheduling company's call notes recorded that a named receptionist had suggested the date and time of the appointment with the complainant. The call notes, however, clearly showed that the appointment had been made to discuss Lyrica (a treatment option for nerve pain) and in this regard the Panel was concerned to note Pfizer's submission that on the day the representative chose to discuss Eliquis for stroke prevention in patients with atrial fibrillation. The Panel considered that, although not the subject of the complaint, to specifically arrange an appointment to discuss one product but on the day to discuss another, in a completely different therapy area, was discourteous and potentially risked wasting a health professional's time. The Panel requested that Pfizer be advised of its concerns in this regard.

The Panel noted Pfizer's submission that on the day, the representative had telephoned at the pre-arranged time and then, because the complainant was busy, had, at the receptionist's suggestion, called again fifteen minutes later. As the complainant was still busy, the representative had asked if he could return her call. In the Panel's view, this frequency of calls and the request for a return call, might have suggested to the complainant and receptionist that the matter was urgent even if as submitted by Pfizer, the representative had not stated it to be so. Although it appeared that communication between the parties could have been better, the Panel noted that the representative had set out to fulfil a pre-arranged call at a time she had been told was convenient for the complainant. The Panel could understand the representative's desire to keep the appointment given that the supplementary information to Clause 15.4 stated that if, for unavoidable reasons, an appointment could not be kept, the longest possible notice must be given.

The Panel noted the differences between the parties in relation to the matter of complaint but considered that, on balance, it had not been demonstrated that in contacting the complainant the representative had not maintained high standards of ethical conduct. No breach of Clauses 9.1 and 15.2 were ruled.

With regard to the alleged breach of Clause 15.3 which stated, *inter alia*, that representatives must not employ any inducement or subterfuge to gain an interview, the Panel noted that it had not been

established that, on the balance of probabilities, the representative had employed any inducement or subterfuge in order to speak to the complainant. The Panel thus ruled no breach of Clause 15.3.

Complaint received **6 March 2014**

Case completed **19 May 2014**
