

ANONYMOUS, NON CONTACTABLE EMPLOYEE v UCB

Activities alleged to be in breach of the Code

An anonymous, non-contactable complainant who described themselves as a senior key account manager at UCB Pharma complained about a number of activities at the company which he/she alleged were in breach of the Code including that:

- meetings slides were used without being approved by the medical legal department
- representatives were encouraged to make more than three unsolicited calls per year on individual health professionals
- gratuities were encouraged to get appointments and meetings

The detailed response from UCB is given below.

The Panel noted that the complainant had not identified the meeting slides in question and noted UCB's submission about its SOP Review, Approval and Certification of Promotional, Non-Promotional Material and Press Communications. The Panel also noted UCB's submission about its mandatory training on, and monitoring of recorded calls and its SOP on representatives' expenses. The Panel noted the documentary evidence about UCB's compliance framework and considered that in the absence of any evidence to support the allegations the complainant had not established his/her case and ruled no breaches the Code including no breach of Clause 2.

An anonymous, non-contactable complainant who described themselves as a senior key account manager at UCB Pharma Ltd complained about a number of activities at the company which he/she alleged were in breach of the Code.

COMPLAINT

The complainant, who stated that he/she was a senior account manager in a named area, listed the following activities which he/she alleged meant that UCB continually breached the Code:

- meetings slides were used without being approved by the medical legal department
- representatives were encouraged to make more than three unsolicited calls per year on individual health professionals
- gratuities were encouraged to get appointments and meetings

The complainant was uncomfortable promoting medicines for such an allegedly unethical company.

When writing to UCB, attention was drawn to the requirements of Clauses 2, 9.1, 14.1, 15.3, 15.4 and 15.9.

RESPONSE

At the outset UCB stated that it considered that the allegations were circumstantial and unsubstantiated. UCB did not believe that the complainant was a current employee as the job title and location referred to in the complaint did not match any current roles at UCB.

Although, with regard to slides, it was not clear as to which type of meeting the complainant had referred, UCB strove to maintain high standards for all types of meetings (internal/external, promotional/non-promotional) with the appropriate procedures in place. A standard operating procedure (SOP) covered the process of review, approval and certification of materials and clearly described the internal process that had to be followed, individual roles and responsibilities and the system used. The SOP covered promotional, non-promotional and press materials and was part of the training plan for those employees who might generate materials for internal and external use.

UCB noted that it maintained a list of nominated medical signatories and non-medical/other signatories as required by Clause 14.1; it communicated any changes to the PMCPA as per Clause 14.4.

On the sparse information in the complaint and the clear approvals framework in place within the company, UCB rejected a breach of Clause 14.1.

UCB noted that the complainant alleged that it encouraged its employees to make more than three unsolicited calls to health professionals each year. While the company was found in breach on this matter in October 2016 (Case AUTH/2867/8/16), it had addressed this issue by taking the following actions:

- three mandatory training sessions in November 2016 on this matter for all customer-facing employees and line managers to brief them on the Code requirements
- slides on the same topic were part of the UCB compliance induction training for field-based new joiners during which a copy of the latest version of the Code was provided
- the issue of call classification in the customer relationship management (CRM) system was addressed by making mandatory (end of April 2017) the completion of this field (ie representative must select 'solicited' or 'unsolicited' before the call could be submitted and recorded in the system). As an interim solution between October 2016 and April 2017 a manual weekly check was implemented to ensure

all calls were recorded with a classification (either solicited or unsolicited) in the CRM system

- in May 2017, UCB implemented additional monitoring of recorded calls, specifically the number of unsolicited calls reported per customer. From the monthly review, no UCB employees operating in the UK had overcalled (ie more than three unsolicited calls/customer/year).

UCB recognised that whilst in the past the appropriate procedures and systems might not have been in place to ensure oversight of this activity, it considered that the current processes addressed this. UCB had made call recording a priority for the organisation with the support of senior managers and representatives' line managers with regular emails or calendar reminders on best practice.

In view of the above actions taken and the current process now in place, UCB denied a breach of Clauses 15.4 and 15.9.

With regard to the complainant's reference to gratuities to obtain appointments and meetings, UCB was unclear how these might have been encouraged.

UCB's SOP for representatives' expenses clearly defined meeting and hospitality-related expenses and stated that 'no inducement or subterfuge should be employed to gain an interview. No fee should be paid or offered for the grant of an interview'. This SOP was part of the training plan for UCB representatives and was available on the UCB intranet at all times. The same instruction was also captured in the induction slide set for new field-based staff.

Expenses submitted by UCB employees were subject to line manager approval and financial checks to ensure compliance with the process. The UCB Code of Conduct and the UCB Business Compliance Policy also covered this area. Thus, as clear information

and a clear process were in place, UCB rejected a breach of Clause 15.3.

UCB stated that it had implemented clear guidance and procedures to ensure compliance with the Code and had taken clear actions to address previous situations where high standards were not maintained. UCB thus considered that there had been no breach of the Code and therefore no breach of Clauses 9.1 or 2.

PANEL RULING

The Panel noted that the complainant was anonymous and non-contactable. The Constitution and Procedure for the Prescription Medicines Code of Practice Authority stated that anonymous complaints would be accepted but that like all other complaints, the complainant had the burden of proving his/her complaint on the balance of probabilities. All complaints were judged on the evidence provided by the parties. The complainant had provided no evidence to support his/her allegations and could not be contacted for more information.

The Panel noted that the complainant had not identified the meeting slides in question and noted UCB's submission about its SOP Review, Approval and Certification of Promotional, Non-Promotional Material and Press Communications. The Panel also noted UCB's submission about its mandatory training on, and monitoring of recorded calls and its SOP on representatives' expenses. The Panel noted the documentary evidence about UCB's compliance framework and considered that in the absence of any evidence to support the allegations the complainant had not established his/her case and ruled no breach of Clauses 2, 9.1, 14.1, 15.3, 15.4 and 15.9 of the Code.

Complaint received	6 April 2018
Case completed	3 July 2018