

ANONYMOUS NON-CONTACTABLE v PFIZER AND BRISTOL-MYERS SQUIBB

Meeting arrangements

An anonymous, non-contactable complainant referred to two evening meetings held by Pfizer and Bristol-Myers Squibb Pharmaceuticals at a named restaurant in April and October 2017.

The complainant was concerned that the educational meetings were not held in a private room; only a thin curtain separated the health professionals from the diners in the restaurant and so members of the public could hear the content of the talk. The complainant understood this was in breach of the Code.

The complainant explained that several times during the course of both evenings, a member of the Pfizer team asked members of the public in the restaurant to be quiet as their conversations were becoming too loud and raucous and could be heard over the speaker.

The complainant added that several GPs stated that the only reason for attending the meeting was for the food and unlimited supply of drinks.

The complainant stated that he/she valued the education provided by pharmaceutical companies but felt that on these two occasions the companies had let themselves down.

The detailed response from the companies are given below.

The Panel noted that the entrance to the private dining area was described as a heavy curtain. The floorplan provided showed that the main dining area was approximately 8 metres away. It appeared, although it was not entirely clear, that the bar / service point opposite the entrance to the private dining room was not a standalone social area but rather the point from which waiters would collect food and drink. The Panel was concerned that it appeared that members of the public would have to walk past the curtain to use the toilet facilities. It noted Pfizer's submission that the speaker was situated at the far end of the room and did not use any audio projection system and that there was background music in the dining area. It also noted that at the October meeting only, Pfizer requested that restaurant staff speaking loudly outside the private meeting room reduce their noise. Background noise from this meeting was referred to in a delegate's feedback form. This was contrary to the complainant's assertion that a similar request at each meeting was made to members of the public. At the very least it was clear that an unacceptable level of external noise had been heard albeit for a limited period in the

private meeting room. The Panel noted that it had not been provided with feedback forms for the April meeting. However noting the burden of proof the Panel did not consider that the complainant had established on the balance of probabilities that members of the public had heard the presentation. The Panel therefore considered that prescription only medicines had not been promoted to the public and ruled no breach of the Code.

The Panel noted that in relation to the April meeting a drink was offered on arrival and a second drink was permitted alongside the main course. On each occasion the companies submitted that the majority of delegates chose a soft drink. The Panel did not have an itemised copy of the bill but noted the company's submission that the overall cost of food and drink at the meeting was around £1200, excluding the service charge and the cost per head was £36.11 which included £11.11 per head spent on drinks including coffees. The Panel noted the status of the complainant described above and considered that the complainant had not established that the level of hospitality was unacceptable as alleged. No breach was ruled.

In relation to the October meeting the Panel noted that the arrangements were similar. Again the Panel did not have an itemised copy of the bill. The overall cost of food and drink was £575, a cost of £38.33 per head including £8.90 per head on drinks excluding coffees. The Panel similarly considered that the complainant had not established that the level of hospitality was unacceptable as alleged. No breach was ruled.

Noting its rulings above the Panel considered that there was no evidence that high standards had not been maintained nor that Clause 2 had been breached and no breaches of the Code were ruled included Clause 2.

An anonymous, non-contactable complainant referred to two evening meetings held by Pfizer Limited and Bristol-Myers Squibb Pharmaceuticals Limited at a named restaurant in April and October 2017.

COMPLAINT

The complainant stated that he/she was concerned that the educational meetings were not held in a private room; only a thin curtain separated the health professionals from the diners in the restaurant and so members of the public could hear the content of the talk. The complainant understood this was in breach of the Code.

The complainant explained that several times during the course of both evenings, a member of the Pfizer team asked members of the public in the restaurant to be quiet as their conversations were becoming too loud and raucous and could be heard over the speaker.

The complainant added that several GPs stated that the only reason for attending the meeting was for the food and unlimited supply of drinks.

The complainant stated that he/she was not aware of all the employees present but he/she named three who were at the meeting.

The complainant stated that he/she valued the education provided by pharmaceutical companies but felt that on these two occasions the companies had let themselves down.

When writing to Pfizer and Bristol-Myers Squibb, the Authority asked them to consider the requirements of Clauses 2, 9.1, 22.1 and 26.1.

RESPONSE

Bristol-Myers Squibb stated that the second meeting held in October was held on a different date to that stated by the complainant. Pfizer responded to the substantive complaint on behalf of both companies and submitted that it organised the meetings on behalf of the Bristol-Myers Squibb/Pfizer Alliance. Employees of both companies attended the meeting in April but only Pfizer employees attended the one in October.

Pfizer explained that the restaurant at issue, the venue for both meetings, was on a dual carriageway between two large towns, giving easy access for meeting attendees from both areas. There was ample free parking for attendees and a private meeting room to accommodate up to 70.

The private meeting room was in a distinctly separate part of the restaurant and at a distance from the main public dining area (a floor plan was provided). The private meeting room was separated from the restaurant entrance and bar/service area by a solid wall and a heavy duty curtain which was closed all the time during the course of the speaker presentations. The curtain was only opened to allow food to be brought into the meeting room. The speakers delivered their presentations, without any audio projection system, from a position in the meeting room which was furthest from the curtain.

There was background music in the public dining area throughout the duration of the meeting. The venue arrangements were such that it was not possible for the expert speaker presentations and discussions to be heard by those in the public dining area.

Pfizer stated that at neither meeting did it or Bristol-Myers Squibb ask those in the public dining area to be quiet. The distance between the public dining area and the meeting room was such that noise

made by the other diners would not disturb those in the meeting room. At the October meeting Pfizer politely requested that the restaurant staff supporting the meeting reduce their noise, as they were talking loudly directly outside the meeting room.

Pfizer submitted that the meeting room arrangements described above provided appropriate and sufficient separation from the main public dining area to ensure that prescription only medicines were not advertised to the public.

In April 2017, GPs, practice nurses and a small number of aligned secondary care specialists working in the area were invited by the local Pfizer sales team to attend a promotional speaker meeting, 'Atrial Fibrillation: Stroke and How to Prevent it – Stroke Prevention in NVAf [nonvalvular atrial fibrillation] Case Studies'. A promotionally certified educational presentation of 78 slides was presented by a local expert who went on to lead an interactive discussion on two relevant case studies which was also supported by a promotionally certified slide deck.

Twenty six health professionals attended the meeting together with two staff each from Pfizer and Bristol-Myers Squibb and the guest speaker; 31 attendees in all. The attendees arrived at the restaurant between 6.45pm and 7.30pm and were offered a drink on arrival. As the venue was only accessible by car, the majority of attendees ordered a soft drink. The first course of a 2 course set menu was served before the start of the presentation with the main course being served, after completion of the presentation, case studies and question and answer session. Jugs of water were available on the table throughout the meal and a second drink from the bar was offered when the main course was served; the majority again selected a non-alcoholic drink. The restaurant bill was settled at 9.34pm and attendees left the restaurant between 9.45pm and 10pm.

Pfizer stated that the overall cost of food and drink provided at the April meeting was £1119.36 to which a ten percent service charge was added due to the large number of meeting attendees. This represented a cost per head of £36.11, excluding the service charge, and hospitality was appropriate and secondary to the education provided.

In October 2017, GPs, practice nurses and a small number of aligned secondary care specialists working in the area were invited by the local Pfizer sales team to attend a promotional speaker meeting, 'Modern Management in Primary Care: A Case Study of Non-Valvular Atrial Fibrillation'. A promotionally certified presentation of 84 slides was presented by a recognised local expert. 12 health professionals attended the meeting together with two of Pfizer's staff and the guest speaker ie 15 in all.

Invited health professionals arrived at the restaurant between 7pm and 7.30pm and the meeting and the meal followed the same format as in April. Again the majority of attendees selected a non-alcoholic drink. Attendees had all left the restaurant by 10pm

and the restaurant bill was settled at 10.20pm. The overall cost of food and drink was £575 ie £38.33 per head. Pfizer submitted that this level of hospitality was appropriate and secondary to the education provided.

Pfizer submitted that the restaurant's location and facilities provided an appropriate venue in which to host the two meetings. The hospitality provided was reasonable and secondary to the significant, high quality educational content delivered by the expert speakers. The costs involved did not exceed the level which attendees would adopt if paying for themselves. The arrangements for both meetings were therefore consistent with the requirements of Clause 22.1.

In conclusion Pfizer stated:

- The proposed arrangements for the meetings, including the venue and hospitality, were checked against the Code and approved in-house ahead of commencing planning of the meeting.
- The meetings were legitimate educational events, delivered by recognised experts with fully certified content.
- The actual costs of the hospitality provided at the meetings were reasonable and did not exceed the level which attendees would adopt if paying for themselves. The hospitality was secondary to the educational agenda and fell well below the Code limit.
- The meeting room arrangements provided appropriate and sufficient separation from the main public dining area to ensure that prescription only medicines were not advertised to the public.

Pfizer submitted that high standards were maintained throughout the planning and delivery of these promotional speaker meetings and the activities and materials associated with these meetings had not brought discredit upon, or reduced confidence in, the industry.

In response to a request for further information Pfizer provided a photograph of the restaurant bill and credit card receipt for the meeting held in April. Pfizer submitted that the photograph confirmed that the total bill of £1231.30 was settled by credit card at 9.34pm. Pfizer noted that an enclosure provided with its previous response detailed that the two course set menu cost £25 per head with drinks costing £11.11 per head. A 10% service charge was added to the bill due to the large number of attendees.

Pfizer also provided a photograph of the restaurant bill and credit card receipt for the meeting held in October. Pfizer submitted that the photograph confirmed that the total bill of £575 was settled by credit card at 10:22pm. Pfizer noted that an enclosure provided with its previous response detailed that the two course set menu cost £25 per head with an additional spend of £2.40 per head for vegetarian starter dishes. Drinks cost £8.90 per head and coffees £2.90. [After the completion of this case Pfizer advised that the cost of coffee worked out at £2.00 per head. The Authority noted that Pfizer had previously submitted the cost of coffee was £2.90 and in a subsequent response described the

cost of tea and coffee as £2.50.] No service charge was added to this bill due to the lower number of meeting attendees.

Pfizer confirmed no payments associated with the two meetings were made using the representative's cash floats.

In response to a further request for information Pfizer provided copies of the speaker meeting form for the meetings. The form was completed by the Pfizer employee who planned the meeting and by completing the form confirmed that the details provided were accurate and the line manager signed the form to confirm that he/she believed the meeting arrangements to be appropriate and compliant with the Code and company SOPs. The speaker meeting form must be completed and approved before any meeting plans could be progressed.

Pfizer provided a copy of a document which provided specific details and guidance on hospitality at Pfizer organised meetings and sponsored third party meetings. The policy allowed one alcoholic drink, such as a glass of wine or beer, to be provided to accompany a meal at the evening meeting. Pfizer colleagues received regular training on its policies and processes associated with meetings and hospitality.

Pfizer explained that the staff at the restaurant had extensive experience hosting pharmaceutical company meetings and were very familiar with the restrictions on hospitality that applied to the industry. Many of the companies that used the restaurant, like Pfizer, had a one alcoholic drink per attendee policy and the restaurant staff were used to working to that limit. Pfizer employees responsible for organising the meetings confirmed that on both occasions they briefed the restaurant staff on management of drinks during the meetings prior to the attendees arriving. Restaurant staff were instructed to serve drinks by the glass and not to serve spirits or bottles of wine and not to serve meeting attendees at the bar. On arrival each delegate was approached by a member of the restaurant staff and a drink order taken, a second drink order was taken approximately two hours later at the end of the speaker presentations. Jugs of water were available on the table throughout both meetings and coffee and tea was offered at the end of the meals.

Pfizer submitted that a detailed breakdown of the drinks consumed was not available however the two Pfizer employees that were at both meetings confirmed that there was no inappropriate alcohol consumption. The restaurant was not accessible by foot and therefore the majority of attendees drove to the meetings. A small number of beers were ordered as a first drink at both meetings with the remaining drinks ordered being soft drinks such as orange juice mixed with lemonade and Lassi (a traditional Indian yoghurt drink). No wine was served at either meeting. The relevant sections of the restaurant drinks menu were provided and the restaurant confirmed that a soft drink such as orange or pineapple juice mixed with lemonade was charged at £4.00 and a glass of Lassi £3.95. Details of the prices of the types of drinks that were consumed

at both meetings were provided including tea and coffee at £2.50.

Pfizer identified an average cost per head for drinks of £11.11 at the April meeting. Pfizer confirmed, based on the prices detailed in the table above and discussions with the Pfizer employees at the meeting, that the attendees either had two soft drinks and a coffee or in some cases a large beer, a soft drink and a coffee. The speaker and Pfizer employees had additional soft drinks ahead of the meeting starting.

At the meeting in October, £134.00 was spent on drinks (excluding coffees). This represented an average cost of £8.90 per head. The Pfizer employees recalled five large and one small beer being ordered on arrival with all other drinks ordered being soft drinks. Pfizer submitted that again, based on the prices detailed above and discussions with the Pfizer employees at the meeting it confirmed that attendees had either one beer and a soft drink or two soft drinks. As with the meeting in April, the speaker and Pfizer colleagues had additional soft drinks during the evening.

The restaurant provided a different meeting host for each of the meetings and Pfizer believed that the lack of differentiation between the food and drinks bill for the April meeting reflected the different approach of the meeting host supporting that particular meeting.

Pfizer submitted that through its discussions with the employees responsible for organising the meetings and its reconciliation of the restaurant drinks prices with the final bill, Pfizer could find absolutely no evidence of unlimited or an inappropriate supply of alcoholic drinks.

Pfizer submitted that whilst it was not able to demonstrate exactly what each individual attendee drank at the meetings it found no evidence to suggest that inappropriate amounts of alcohol were consumed at either meeting. Pfizer reiterated that both meetings had significant high quality educational content, delivered by two respected experts in the field. Pfizer strongly refuted the suggestion that some GPs were only at the meeting for the food and unlimited supply of drinks. The complaint letter suggested that the complainant was an attendee at both meetings; however the meeting attendee lists indicated that only two health professionals attended both meetings and Pfizer submitted that it had no reason to believe that either of these attendees were unhappy with any of the arrangements for the meetings giving them cause to complain. Anonymous feedback was collected from all 12 health professional attendees at the 11 October meeting and the collated comments which were provided indicated that the attendees found the meeting to be highly educational and well organised. If an attendee had felt that any of the arrangements were inappropriate they had an opportunity to provide that feedback directly to Pfizer. The feedback provided by the attendees did not support the allegation that the 'only reason for attending the meeting was for the food and unlimited supply of drinks'.

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 could not be contacted for more information.

Clause 26.1 prohibited the promotion of prescription only medicines to the public. The Panel noted the complainant's allegation that at each meeting members of the public could hear the presentation. The Panel noted that the floorplan showed that to access the meeting room one had to walk to the end of the entrance corridor, past a waiting area. The entrance to the private dining area was over 3 metres from what was described as the bar/service area. To the right of the entrance to the private dining area was the toilet facility. The private dining area was separated from the entrance and waiting areas by a solid wall. The entrance to the private dining area was described as a heavy curtain. The floorplan provided showed that the main dining area was approximately 8 metres away. It appeared, although it was not entirely clear, that the bar/service point opposite the entrance to the private dining room was not a standalone social area but rather the point from which waiters would collect food and drink. The Panel considered that it was not necessarily unacceptable for an entry to a private dining area to be a heavy curtain as described, however the arrangements had to comply with the Code. In the particular circumstances of this case the Panel was concerned that it appeared that members of the public would have to walk past the curtain to use the toilet facilities. It noted Pfizer's submission that the speaker was situated at the far end of the room and did not use any audio projection system and that there was background music in the dining area. It also noted the company's submission that at the October meeting only, Pfizer politely requested that restaurant staff speaking loudly outside the private meeting room reduced their noise. Background noise from this meeting was referred to in a delegate's feedback form. This was contrary to the complainant's assertion that a similar request at each meeting was made to members of the public. At the very least it was clear that an unacceptable level of external noise had been heard albeit for a limited period in the private meeting room. The Panel noted that it had not been provided with feedback forms for the April meeting. However noting the burden of proof the Panel did not consider that the complainant had established on the balance of probabilities that members of the public had heard the presentation. The Panel therefore considered that prescription only medicines had not been promoted to the public and ruled no breach of Clause 26.1.

In relation to the hospitality the Panel noted that Clause 22.1 provided that hospitality must be strictly limited to the main purpose of the event and secondary to the purpose of the meeting ie subsistence only. The level of subsistence must be appropriate and not out of proportion to the occasion. The costs involved must not exceed that level which participants would normally adopt when paying for themselves. The cost of the meal, including drinks must not exceed £75 per person excluding vat and gratuities.

The Panel noted that in relation to the April meeting a drink was offered on arrival and a second drink was permitted alongside the main course. On each occasion the companies submitted that the majority of delegates chose a soft drink. The presentation, case studies and Q & A session took place before the main course and after the starter. The Panel did not have an itemised copy of the bill/ receipt but noted the company's submission that the overall cost of food and drink at the meeting was £1119.36, excluding the service charge and the cost per head was £36.11 which included £11.11 per head spent on drinks including coffees. In this regard the Panel noted that the cost of individual drinks might be described as high, noting for example that the venue charged £4.00 for a non-alcoholic soft drink with a mixer such as orange and lemonade. The Panel noted the status of the complainant described above and considered that the complainant had not established that the level of hospitality was unacceptable as alleged. No breach of Clause 22.1 was ruled.

In relation to the October meeting the Panel noted that the arrangements were similar. All attendees had left the restaurant by 10 pm. Again the Panel did not have an itemised copy of the bill. The overall cost of food and drink was £575, a cost of £38.33 per head including £8.90 per head on drinks including coffees [At the completion of the case Pfizer pointed out an error by the Panel as £8.90 excluded the cost of coffees]. The Panel similarly considered that the complainant had not established that the level of hospitality was unacceptable as alleged. No breach of Clause 22.1 was ruled.

Noting its rulings above the Panel considered that there was no evidence that high standards had not been maintained. No breach of Clause 9.1 was ruled. Similarly the Panel considered that there was no evidence that Clause 2 had been breached and no breach of that Clause was ruled accordingly.

During its consideration of this case the Panel noted that the companies were unable to provide itemised evidence about alcohol consumption and considered that companies would be well-advised to request that relevant details were itemised on bills etc.

Complaint received **13 November 2017**

Case completed **17 January 2018**