

HEALTH PROFESSIONAL v NOVARTIS

Provision of a meeting attendance certificate

An anonymous contactable health professional complained that no attendance certificates were available following a meeting organised and sponsored by Novartis Pharmaceuticals UK Ltd.

In an email subsequent to the event, the representative asked when might be a suitable time to come and see the complainant with his/her certificate and an evaluation form. The representative was unable to email the certificate. The complainant responded by suggesting that the representative drop the certificate at the surgery reception, however, the representative replied by stating he/she was unable to do so on the day that he/she was happy to meet the complainant. The complainant stated that the representative had not given a time when the certificate would be dropped off which was inconvenient and inconsiderate. The complainant now awaited Novartis' reply to his/her suggestion that the certificate be posted.

The detailed response from Novartis is given below.

The Panel noted that following the meeting, the representative wrote to the complainant to arrange a face-to-face meeting for the delivery of the attendance certificate and evaluation form. The email stated that the representative was unable to email the certificate and was hoping the health professional was available for him/her to provide the certificate and to get feedback on the meeting. The Panel noted Novartis' submission that when it was no longer possible to meet on the agreed date the representative simply advised that he/she would drop off the attendance certificate at a future date, without mentioning the previously agreed meeting or asking for a new one.

In the Panel's view, whilst the representative's initial email should have been clearer that the health professional was not obliged to see the representative in order to obtain the attendance certificate, the follow-up communication was clearer in that regard. According to the email trail, the representative did not object to, or resist, the health professional's request that the certificate be left at reception. The Panel, therefore, considered that, on balance, the delivery of the attendance certificate was not an inducement to gain an interview and no breach was ruled.

An anonymous contactable health professional complained on 12 March about the provision of a meeting attendance certificate associated with an event organised and sponsored by Novartis Pharmaceuticals UK Ltd earlier in March.

COMPLAINT

The complainant noted that no attendance certificates were available following the meeting and

alleged that an email subsequently received from a representative was in breach of Clause 15.3. The email read:

'I am getting in touch with you today to ask when may be a suitable time to come and see you with your certificate and an evaluation form? Unfortunately, I am unable to send the certificate via email and am hoping that you may have some availability for me to give it to you and get some feedback on the meeting?'

The complainant stated that he/she responded by suggesting that the representative drop the certificate at the surgery reception, however, the representative replied by stating he/she was unable to do so on the day that he/she was happy to meet the complainant. The complainant stated that the representative had not given him/her a time when the certificate would be dropped off which was inconvenient and inconsiderate. The complainant had now suggested that the certificate was posted and he/she awaited Novartis' reply.

RESPONSE

Novartis understood that the representative in question and a health professional exchanged emails about the delivery of a meeting attendance certificate. They agreed to a face-to-face meeting for that purpose. Due to conflicting commitments on both sides, the meeting had to be cancelled and the attendance certificate could not be delivered on the agreed date. The representative thus offered to deliver the certificate at the next available opportunity, with no mention of the previously agreed meeting nor a request for a new meeting.

No other conversation about the matter, in writing or otherwise, took place between the representative and the health professional. In light of the above, Novartis considered that no inducement or subterfuge had been used to obtain an interview and there had not been a breach of Clause 15.3.

Novartis provided details about the meeting which was a company-organised promotional speaker meeting. No attendance certificates were available at the meeting and attendees were advised that representatives would provide hard copy certificates after the meeting.

Novartis outlined the email conversation between the representative and the complainant:

- On 8 March the representative wrote to the complainant to agree a mutually convenient date for a face-to-face meeting for the delivery of the attendance certificate and the evaluation form to collect feedback on the meeting.

- On the same day, the complainant replied and indicated that Wednesday, 13 March was a possible option.
- The representative replied to agree for a time for the visit.
- On 10 March, the complainant advised that he/she was no longer available on 13 March and asked for the certificate to be left at the surgery.
- On 12 March, the representative replied saying he/she was no longer able to drop the certificate off on the Wednesday; he/she gave no specific reason, but it was because of a supervening work commitment at the Novartis offices, which was advised with just two days' notice, on 11 March.

The representative advised that he/she would deliver the attendance certificate at the next possible opportunity; he/she did not ask or mention to meet the complainant face-to-face.

- On the same day, the complainant replied, asking for the date of delivery of the attendance certificate and suggested, alternatively, that it be posted to his/her home address.

Novartis stated that communications between the representative and the complainant clearly reflected the absence of any inducement or subterfuge to obtain an interview. The representative asked whether the complainant would be available for a meeting for the delivery of the attendance certificate and the collection of feedback on the meeting and the complainant agreed. When it was no longer possible to meet on the agreed date – for the reasons outlined above – the representative simply advised that he/she would drop off the attendance certificate at a future date, without mentioning the previous agreed meeting or asking for a new one.

Novartis understood that on the same day of this last communication, 12 March, the PMCPA received the complaint. In Novartis' view, such chronology of events appeared to be inconsistent with the ongoing conversations between the representative and the complainant. No further communication had occurred, and the attendance certificate had not yet been sent to the complainant.

Novartis stated that with regard to attendance certificates in general, its policy was to provide hard copies to meeting attendees and not email them. The representative followed this process; he/she recently completed training to ensure understanding of, and compliance with, the approval process for delivery of certificates of attendance. Novartis stated, however, that it now intended to review the process and add the email option for attendees' convenience.

The above said, to further improve its meetings and ensure that attendees could maximize the benefits while reducing any inconvenience, Novartis would ensure that attendance certificates were available in ample quantity at each meeting so that every attendee could receive one on the day.

Novartis stated that the content and tone of the communication was always appropriate and professional, the representative's intent was clear and direct; to deliver the attendance certificate at a time and in a manner best suited to the complainant, in compliance with the Code and Novartis' internal procedures.

In light of the above, Novartis denied a breach of Clause 15.3 and submitted that this was simply a case of a misunderstanding.

PANEL RULING

The supplementary information to Clause 15.3 Items Delivered by Representatives, stated that reply paid cards which referred to representatives delivering items to health professionals or other relevant decision makers, should explain that there was no obligation to grant the representative an interview when the items were delivered. This was to avoid the impression that there was such an obligation, which would be contrary to Clause 15.3 which prohibited the use of any inducement or subterfuge to gain an interview. In the Panel's view, the same principle applied to the delivery of an attendance certificate.

The Panel noted that following the meeting, the representative wrote to the complainant to arrange a face-to-face meeting for the delivery of the attendance certificate and evaluation form. The email stated that the representative was unable to email the certificate and was hoping the health professional was available for him/her to provide the certificate and to get feedback on the meeting. The Panel noted Novartis' submission that when it was no longer possible to meet on the agreed date the representative simply advised that he/she would drop off the attendance certificate at a future date, without mentioning the previously agreed meeting or asking for a new one.

The Panel noted Novartis' submission that, with regard to attendance certificates in general, its policy was to provide hard copies to meeting attendees and not email them. The Panel noted that this was covered in the Peer to Peer Handbook internal briefing document which also included a post-meeting checklist. The checklist asked 'Have you booked in a follow up Face to Face with the customers who attended?'. The Panel queried whether representatives might be encouraged to use delivery of the attendance certificate to ensure a follow-up meeting in this regard. The Panel noted Novartis' submission that it intended to review the process and add the email option for attendees' convenience and would take appropriate action to ensure that attendance certificates were available in ample quantity at each meeting so that every attendee could receive one on the day.

In the Panel's view, whilst the representative's initial email dated 8 March should have been clearer that the health professional was not obliged to see the representative in order to obtain the attendance certificate, it appeared from the follow-up communication dated 12 March that

the health professional was not obliged to see the representative in order to obtain his/her attendance certificate. According to the email trail, the representative did not object to, or resist, the health professional's request that the certificate be left at reception. The Panel, therefore, considered that, on balance, the delivery of the attendance certificate

was not an inducement to gain an interview and no breach of Clause 15.3 was ruled.

Complaint received **12 March 2019**

Case completed **12 September 2019**
