

**CASE/0555/04/25**

## **HEALTH PROFESSIONAL v ELI LILLY**

### **Allegations about representative conduct**

### **CASE SUMMARY**

**This case was in relation to an Eli Lilly representative attempting to set up a meeting with a health professional despite a previous request from them not to be contacted.**

**The outcome under the 2024 Code was:**

|                                |   |
|--------------------------------|---|
| <b>Breach of Clause 5.1</b>    | <b>Failing to maintain high standards</b>   |
| <b>Breach of Clause 17.3</b>   | <b>Failing to ensure that the wishes of individuals on whom representatives want to call and the arrangements in force at any particular establishment must be observed</b>           |
| <b>No Breach of Clause 5.2</b> | <b>Requirement that all company personnel must maintain a high standard of ethical conduct in the discharge of their duties and comply with all relevant requirements of the Code</b> |

**This summary is not intended to be read in isolation.  
For full details, please see the full case report below.**

### **FULL CASE REPORT**

A complaint about Eli Lilly was received from a contactable complainant who was a health professional.

### **COMPLAINT**

The complaint wording is reproduced below:

“In April 2024, I wrote to Eli Lilly stating that I did not wish to be contacted by their company in the future. Sadly, today they have transgressed this and attempted to set up a meeting with me via my Ward Manager.”

When writing to Eli Lilly, the PMCPA asked it to consider the requirements of Clauses 5.1, 5.2 and 17.3 of the 2024 Code.

## ELI LILLY'S RESPONSE

The response from Eli Lilly is reproduced below:

"Thank you for your letter dated 17<sup>th</sup> April 2025, alongside the complaint regarding a representative of Eli Lilly and Company Ltd (henceforth referred to as "Lilly").

As we take all ABPI Code complaints very seriously we have investigated the matter, and we believe that Lilly has not breached clauses 5.1, 5.2 or 17.3 of the Code for the reasons explained herein below:

We identified that [named third-party employee], who was mentioned in [the complainant]'s initial email message of 16<sup>th</sup> April 2024 to Lilly is an employee of a third party agency whom Lilly had contracted to gather information on the healthcare professional landscape within the field of neurology. At this time Lilly did not have any representatives operating in the field of Alzheimer's Disease. We confirm that upon receiving correspondence to cease interactions and communication with [the complainant] on 16<sup>th</sup> April 2024, Lilly without delay moved to remedy the situation and [the complainant] was removed from the agency call list on 17<sup>th</sup> April and on the same day a response was provided to [the complainant] through Lilly's "speak up" portal confirming receipt and acknowledgement of [their] sentiment to not be contacted. This response and corrective action were within 24 hours of receiving the complaint and demonstrates the high standards by which Lilly operates.

With representatives now in the field in Alzheimer's Disease, we can confirm that the Customer Relationship Management (CRM) system that they use to record interactions with healthcare professionals does not contain any information that may enable contact with [the complainant] (such as email or phone number). There has never been any recorded interaction with [the complainant] and there was no intent on reaching out to him for direct interaction.

The incident of 16<sup>th</sup> April 2025 is a situation where Lilly representative had made a call with a nurse colleague of [the complainant] and in response to conversations held during that call, followed up with an email – in response to a request - offering further medical education and pathway support to the entire senior medical team of the unit including three consultants –comprising [the complainant]. All names, including that of [the complainant] were suggested by the nurse. It is important to clarify that the support was requested and being offered to the entire team working with the nurse of which [the complainant] is a member. There has not been any attempt to approach [the complainant] individually or indirectly against his will. Additionally, there was no intent to promote directly or indirectly a medicine through this email request, with a focus solely on provision of education for the unit and dialogue on pathway improvement for improved patient care. There was no intention to override the withdrawal of consent by [the complainant]. The email from the Lilly representative was a response to a conversation with the nurse.

We at Lilly take seriously our commitments to the ABPI Code, and amongst this, we endeavour to ensure that all our teams are appropriately trained, briefed and assessed to ensure that they are operating at the highest standards and with integrity. Lilly has robust policies in place to ensure adherence to clause 17.3 of the ABPI code with clear

instructions on interactions with healthcare professionals. We respect the wishes and decisions of individuals and are committed to ensuring ethical interactions. We can confirm that the representative has attended all mandatory trainings and adheres to our Standard Operating Procedures, particularly in reference to this case. Completion of these trainings is evidenced.

In light of the above and based on the evidence observed, Lilly denies any breaches of the ABPI Code, in particular of the clauses 5.1, 5.2 and 17.3.

We understand the importance of respecting the preferences of healthcare professionals and in this incident despite our intention and the reactive nature of the email message sent by Lilly representative to the nurse, we acknowledge that such communication caused misunderstandings and [the complainant] felt [their] wishes and requests are not respected.

We are therefore committed to review our communication practices and take the learning from this incident to ensure our well-intended interactions or reactive communications are not being perceived as circumventing the wishes of healthcare professionals.

We hope the explanation above addresses the concerns of [the complainant] and we remain available for any further questions or clarifications.”

## **PANEL RULING**

This complaint related to the actions of Eli Lilly (Lilly) in seeking to arrange a meeting with a health professional. It was alleged that a Lilly sales representative had attempted to set up a meeting with the complainant despite a previous request from the complainant not to be contacted.

The complainant explained that they had emailed the Lilly “Speak Up” service in April 2024 to ask that Lilly representatives did not contact them, directly or indirectly through administrative staff. However, in April 2025, a sales representative had contacted the complainant’s Ward Manager and attempted to set up a meeting with the complainant and two of their colleagues. Lilly submitted that it had previously contracted a third-party agency to gather information on its healthcare professional landscape within the field of neurology and upon receiving the complainant’s email on 16 April 2024, had removed them from the agency call list by 17 April 2024.

The email from the complainant to Lilly read,

*“I have recently been repeatedly approached through administrative staff by [sales representative] to discuss your products.*

*My secretary has already communicated to him that future contact is to cease. I do not see pharma representatives.*

*To be entirely clear, and please pass this message on to [sales representative] directly that I do not consent to any approaches, information, gifts or any other unsolicited contact from Eli Lilly or partners.”*

Lilly further submitted that it had subsequently employed sales representatives to focus on Alzheimer's disease and a customer relationship management (CRM) system was then used to record interactions with health professionals.

### Clause 17.3

Clause 17.3 stated, among other things, that "*the wishes of individuals on whom representatives want to call and the arrangements in force at any particular establishment must be observed.*"

The email sent to the complainant's colleague by a Lilly sales representative on 16 April 2025 read,

*"As we discussed, I find it easier to explain via email the purpose behind my request for meetings with Dr [complainant], Dr [named] and Dr [named]. As a company, we are very keen to meet with them and explore how we can support neuroscience education. Additionally, we would like to discuss current pathways and look into future collaborations to ensure that patients are at the forefront of any care pathways in the NHS."*

The Panel considered Lilly's submission that the complainant's name had been suggested by their nurse colleague who was contacted and that there was no intention to promote directly or indirectly a medicine through the email request. Lilly also submitted that the focus was solely on education for the unit and dialogue on pathway improvement for patient care and that there was no intention to override the withdrawal of consent by the complainant.

Clause 17.3 stated, amongst other things, that the wishes of individuals on whom representatives want to call and the arrangements in force at any particular establishment must be observed. The Panel considered that the complainant was explicit in their April 2024 email that they did not want to have any interaction with Lilly representatives. It was clear to the Panel that the 16 April 2025 email to a colleague of the complainant, was an attempt to arrange a meeting with the complainant despite the complainant's clear prior request that this not happen. The Panel considered the complainant's explicit wishes had not been observed and the Panel therefore ruled a **breach of Clause 17.3**.

### Clause 5.1

Overall, the Panel was concerned that a health professional had felt the need to make a formal complaint of this sort to the PMCPA.

In considering the Clause 5.1 requirement to maintain high standards at all times, the Panel relied on the following considerations:

1. The Panel was not provided with any evidence that the training documents submitted by Lilly included provisions to cover a circumstance when a health professional withdraws their consent to be contacted.
2. Although Lilly provided evidence that it had notified the third-party agency it was using in April 2024 of the complainant's wishes not to be contacted, the Panel was not provided with any evidence of Lilly communicating or recording that request internally.
3. Similarly, the Panel was not provided with any notes on the Lilly CRM (or any other internal) system that recorded the complainant's request not to be contacted.

4. There appeared to the Panel to have been a system failing that allowed a request from a health professional to not be properly recorded, and that had resulted in an unwanted follow-up to the complainant one year later.
5. It was important that health professional's requests not to be contacted were respected.

For all of these reasons, the Panel concluded that high standards had not been maintained by Lilly in this case and a **breach of Clause 5.1** was ruled.

#### Clause 5.2

Clause 5.2 required all company personnel to maintain a high standard of ethical conduct in the discharge of their duties and comply with all relevant requirements of the Code. This clause is designed for cases where there has been a failing by an individual, as opposed to a company failing which would be covered by Clause 5.1.

The Panel considered that the failing in this case appeared to relate to Lilly's systems and not to the conduct of any Lilly employee. The Panel considered that the employee who had sent the email to the complainant in April 2025 had done so because Lilly did not have a system in place recording the complainant's request not to be contacted from the previous year. Furthermore, the Panel was provided with training records showing that the employee who sent the April 2025 email had undergone recent ethics and compliance training.

Given the information before it, the Panel concluded that there was not sufficient evidence to demonstrate that any company personnel had failed to maintain a high standard of ethical conduct in the discharge of their duties. The Panel considered its ruling of Clause 5.1 to be sufficient in this matter and **no breach of Clause 5.2** was ruled.

**Complaint received**      **16 April 2025**

**Case completed**      **18 December 2025**