

THE DOCTOR AS THE SALES PARTNER OF NUTRITIONAL SUPPLEMENTS

Taking advantage of the position of trust towards patients seeking help does not comply with the job description of a doctor, whose highest priority should be the well-being of the patient. Many patients find it difficult either to refuse products praised by the doctor, or request time to think it over for the purpose of seeking a second opinion or making a price comparison. The doctor can measure a deficiency in vitamins or minerals and provide recommendations on nutrition, but the sale or provisioning of nutritional supplements is – as a matter of principle – not permitted in his practice during consultation hours. The sale of products by a third party in the medical practice during office hours is also illegal. Nevertheless, according to a ruling of the German Supreme Court (BGH) from 29th May 2008 (case number: I ZR 75/05), a doctor is allowed to perform activities of a commercial nature on the premises of his medical practice, provided that he maintains this activity separate from his professional medical activity in temporal, organisational, economic and legal terms.

TIP

In the event of a violation of the Medical Professional Code of Conduct by a doctor, then this should be reported to the relevant State Medical Association (Landesärztekammer) – also for the purpose of protecting other patients. Inform your Consumer Advice Centre! It is important that patients do not let themselves be persuaded by the doctor to buy and take specific nutritional supplements. Although there is nothing to be said against a recommendation by the doctor for vitamin and mineral supplements if deficiencies have been diagnosed, patients should be particularly aware if the doctor insists on a specific remedy (or a specific distributor) and claims only this one will do.

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There are countless nutritional supplements on offer on the internet or in catalogues. The sale during so-called „promotional trips“ (Kaffeefahrten) is also widespread. These special sales channels present special risks. A further sales channel: Individual doctors sell nutritional supplements or similar products in their practices during their consulting hours. This is a violation of the Medical Professional Code of Conduct.

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THE HEALTHCARE BUSINESS

The sale of nutritional supplements via the internet and by catalogue, on promotional trips or at the doctor's

WHAT TO WATCH OUT FOR WHEN BUYING ON THE INTERNET AND IN CATALOGUES:

It is not uncommon for nutritional supplements, which do not comply with legal requirements, to be offered on the internet. In the best case all they are is ineffective, while in the worst case they are harmful to health!

- Beware of promises of fast and unrealistic success!
- Beware of products containing unknown ingredients that are exclusively offered via these sales channels!
- Beware of recommendations in internet forums! These often turn out to be advertising disguised as opinion!
- Interactions with medications may occur!
- Beware of foreign-based providers (particularly outside the EU)! In the event of dispute, it will be difficult or even impossible to assert your rights. Goods shipped from abroad are usually not controlled by German food monitoring authorities. In certain circumstances, nutritional supplements from abroad may be classified as medication in Germany. In this case, importation is prohibited. The customs authorities could confiscate the good and prosecute the person ordering them.
- Check the legal notice: this is where you must find information on the identity of the company. This includes details of company registration, name of the authorised representative and the identifiable full postal address. Scepticism is justified if only a PO Box or a foreign address is specified. In case you wish to exercise your right of return, or if there has been damage to health, backtracking is usually extremely difficult if not impossible.

- Check the gross price (incl. VAT) as well as the shipping costs or the delivery charges, in order to protect yourself against unexpected additional costs. It is only possible to properly compare costs if you have the full information.

Before concluding a purchase contract (and this includes via the internet or by catalogue), the product information provided to you in the German language must include the following:

- the label „nutritional supplement“ (Nahrungsergänzungsmittel),
- the list of ingredients,
- the nutrient or active ingredient content,
- the labelling of any allergens present,
- the net quantity, number of capsules,
- details of the manufacturer and the packer.

Furthermore, the Nutritional Supplement Regulations require the specification of warning information and instructions for use.

NUTRITIONAL SUPPLEMENTS ON PROMOTIONAL TRIPS

The experiences of Consumer Advice Centres reveal: aggressive sales methods are commonly applied during promotional trips and dubious effects promised. The salesmen mostly target older or ill people to sell far too expensive nutritional supplements. They often use tricks and pretend positive experiences of other fellow passengers.

TIP If you have any questions or complaints in relation to nutritional supplements, please contact your Consumer Advice Centre!

THIS IS HOW YOU CAN REVOKE CONTRACTS CONCLUDED VIA THE INTERNET, BY CATALOGUE AND ON PROMOTIONAL TRIPS

Contracts concluded by catalogue, on the internet or on promotional trips can usually be revoked. In principle, the notification period for the revocation is 14 days. The period begins when the seller has properly informed you about the terms, deadlines and the procedure for exercising your right of revocation and you have received the goods. In the event of missing or false information on your right of revocation, the revocation period does not begin at all. You can, however, exercise your right of revocation for a maximum of twelve months and 14 days following conclusion of the contract.



i WARNING!

You must expressly declare your revocation. The mere non-acceptance or return of the goods is no longer sufficient for an effective revocation! As far as possible, the revocation should be declared in a verifiable way (e.g. by registered post or by fax), in order to be able to provide evidence in case of doubts. The goods must be returned to the company within 14 days following dispatch or declaration of the revocation.

TIP If you have any questions on how to revoke contracts, please seek legal advice from your Consumer Advice Centre as soon as possible.