

COMPLAINANT v ASTRAZENECA

Allegations regarding declaration of involvement

CASE SUMMARY

This case was in relation to a LinkedIn post by a trade association, which disseminated information about a cardiovascular disease policy paper that had been developed and funded by AstraZeneca UK Limited. The complainant alleged that the post did not disclose AstraZeneca's financial involvement.

The outcome under the 2024 Code was:

Breach of Clause 5.1	Failing to maintain high standards
Breach of Clause 5.6	Failing to be sufficiently clear about the company's role and involvement
No Breach of Clause 2	Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry

**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 AstraZeneca was received from a contactable complainant who described themselves as a member of the public.

COMPLAINT

The complaint wording is reproduced below:

"I wish to raise a complaint concerning AstraZeneca UK Limited's involvement in the dissemination of a cardiovascular disease (CVD) policy paper produced with approximately 15 stakeholders. AstraZeneca funded the development of the paper and this financial involvement is disclosed in a disclaimer at the foot of the first page of the report itself. The report is available here: [link provided].

However, AstraZeneca also supplied branded social media assets, including AstraZeneca's logo, to one of the stakeholder organisations, the [named trade association]. These assets were subsequently used by [named trade association] in public-facing LinkedIn posts promoting the report. The LinkedIn posts and

accompanying visual assets do not disclose AstraZeneca's financial involvement in the report. This post can be viewed here: [link provided].

The social media communications therefore present and promote a policy report that was funded by AstraZeneca, using AstraZeneca-supplied branded assets, without making AstraZeneca's role clear at the point of dissemination.

Clause 4 of the Code provides that pharmaceutical companies are responsible for ensuring that activities carried out on their behalf by third parties comply with the Code. Given AstraZeneca's provision of co-branded assets for social media dissemination, it is submitted that the [named trade association] was acting, at least in part, on AstraZeneca's behalf. AstraZeneca therefore had a responsibility to ensure that the assets included appropriate transparency regarding its involvement, which did not occur.

Clause 5.1 of the ABPI Code requires that all materials and activities maintain high standards. In this instance, AstraZeneca supplied branded social media assets for use in public-facing communications while failing to ensure that those assets clearly disclosed AstraZeneca's financial involvement in the report being promoted. Although the body of the report itself contains a funding disclaimer, the LinkedIn posts and associated images constitute standalone communications that can be viewed and shared without accessing the report. The omission of funding disclosure from these materials risks giving the impression that the report is purely independent stakeholder output, rather than industry-funded work. It is submitted that supplying such assets without accompanying disclosure falls short of the high standards expected under the Code, particularly in light of the Code's emphasis on openness, transparency and the need for care in public communications. The ABPI Code places significant emphasis on transparency and maintaining public confidence in the pharmaceutical industry. In circumstances where a pharmaceutical company funds a policy report and supplies branded assets for its promotion, but that involvement is not made clear in public-facing social media communications, there is a risk that AstraZeneca's role is insufficiently transparent.

While no specific medicine is mentioned in the materials, the appearance of undisclosed industry funding in the promotion of policy content risks reducing confidence in the industry and may be perceived as disguising the extent of AstraZeneca's involvement in influencing public policy debate. Accordingly, it is submitted that this conduct has the potential to engage Clause 2 of the Code".

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 2, 4.8, 5.1 and 5.6 of the 2024 Code.

ASTRAZENECA'S RESPONSE

The response from AstraZeneca is reproduced below:

"Thank you for your letter dated 2 February 2026 regarding a complaint from a member of the public about a LinkedIn post linking to the cardiovascular policy paper *"Getting to the heart of the matter: A national action plan for tackling cardiovascular disease"*. The complainant alleges that [named trade association]'s LinkedIn post did not disclose

AstraZeneca's financial involvement in the report, despite AstraZeneca providing branded social media assets to [named trade association] for use in their LinkedIn post.

We will address the complaint's allegations in relation to Clauses 4.8, 5.6, 5.1 and 2 of the ABPI Code of Practice.

Background

"Getting to the heart of the matter: A national action plan for tackling cardiovascular disease" is a non-promotional report, funded by AstraZeneca (hereafter referred to as 'the report'). It was developed by the CVDrisk Coalition. The CVD-risk Coalition was started in 2023 by AstraZeneca, comprising 15 organisations (including leading charities, clinical, patient and representative organisations, and AstraZeneca). The contributing organisations are not contracted by AstraZeneca. Each organisation is invited to attend quarterly meetings to discuss the CVD policy landscape and agree areas where they would like to collectively call for policy change. Any publications that are produced as a result of this coalition are developed and funded by AstraZeneca, with review and input invited from the contributing organisations. [Named trade association] are one of the coalition members.

The CVDrisk Coalition members were all independent contributors to the *"Getting to the heart of the matter: A national action plan for tackling cardiovascular disease"* report. It was published on 28 January 2026 and intended for healthcare professionals, policymakers and members of the public. The report highlights the burden of cardiovascular disease in the UK and aims to facilitate systemwide action.

The first page of the 32-page report prominently discloses AstraZeneca's involvement, including the AstraZeneca logo at first eye-line and the following bold statement at the bottom of the page: ***"This non-promotional policy paper has been developed and funded by AstraZeneca, with input from the above organisations and is intended to raise awareness of the burden of cardiovascular disease care and make recommendations for improvements. It is intended for healthcare professionals, policymakers and the general public."***

AstraZeneca posted a certified LinkedIn post directing readers to the report, which also included a similar declaration statement: ***"This non-promotional policy paper has been developed and funded by AstraZeneca, with input from partner organisations and is intended for healthcare professionals, policymakers and the general public"***.

AstraZeneca provided a certified "Coalition Social Media Toolkit" to coalition members. The toolkit included a set of carousel images, each featuring a prominent AstraZeneca logo and suggested wording to support coalition members should they choose to post about the report. AstraZeneca did not request that coalition members post about the report; the toolkit was intended for members to use as inspiration for such content if they wish. This was clear in the language used in the toolkit: 'We have drafted a series of template posts for you to use as inspiration', 'we have developed a set of carousel images that can be used on LinkedIn'.

AstraZeneca's Response to the Allegation:

The [named trade association] independently created a LinkedIn post linking to the report, without AstraZeneca's foresight, review or approval. The wording in the [named trade association] post appears to have been largely copied from AstraZeneca's LinkedIn post, including the hashtag #AZUKShare and one of the carousel images from the Coalition Social Media Toolkit. The declaration statement of AstraZeneca's involvement was included in AstraZeneca's LinkedIn post but not in [named trade association]'s post.

Despite this, the carousel image used in the [named trade association]'s post prominently displayed the AstraZeneca logo below the list of tagged partnered organisations. Therefore, it would have been clear to the readers of the post that AstraZeneca has been involved with the report. Once the reader clicks through to the report, the exact nature of involvement is explicitly clear at the outset of the report, before the reader accesses any information in the report.

[Screenshots of the named trade association and AstraZeneca LinkedIn posts provided]

Clause 4.8 outlines company responsibility for information about products issued by a company's agencies. The [named trade association] is not an agency working on behalf of AstraZeneca; it is an independent coalition member. AstraZeneca provided a Coalition Social Media Toolkit as optional guidance to support members who chose to post about the report. While the toolkit included carousel images and inspirational wording, AstraZeneca did not mandate that [named trade association] should post or instruct how the content should appear. The [named trade association]'s LinkedIn post was its own material, published on its channel; AstraZeneca did not review, approve, place or pay for the post. On that basis, the post cannot be regarded as material issued by or on behalf of AstraZeneca. AstraZeneca, therefore, refutes a breach of Clause 4.8.

AstraZeneca recognises the importance of transparency and ensuring that company involvement is clear from the outset. In this instance, the carousel images within the [named trade association]'s LinkedIn post prominently displays the AstraZeneca logo and includes wording referring to the '15 partners' involved in shaping the report. Readers are therefore immediately aware that the activity is collaborative in nature and that AstraZeneca is one of the organisations involved, prior to accessing the report itself. The [named trade association]'s post signposts readers to the report, which contains the substantive content. Upon clicking through to the report, the exact nature of AstraZeneca's involvement is unambiguous and prominently disclosed on the first page, at the outset of the report.

As you can see in the above image from the report, AstraZeneca's involvement, including the prominent AstraZeneca logo and the bold statement at the bottom of the page, is within the first field of vision on the first page: ***"This non-promotional policy paper has been developed and funded by AstraZeneca, with input from the above organisations and is intended to raise awareness of the burden of cardiovascular disease care and make recommendations for improvements. It is intended for healthcare professionals, policymakers and the general public."***

The declaration is therefore encountered before the reader accesses any further information in the report. The overall impression of the prominent logo in the [named trade association]'s social media post and the above full declaration within the report ensure AstraZeneca's involvement is referenced twice, immediately transparent to readers and would have been unlikely to be missed by a reader of the post.

AstraZeneca therefore refutes a breach of Clause 5.6.

There was no intention to conceal AstraZeneca's involvement. Due to the explanations outlined above, AstraZeneca maintains that high standards have been upheld and this matter has not brought discredit upon the pharmaceutical industry and therefore refutes the alleged breaches of Clauses 5.1 and 2.

We therefore strongly refute the alleged breaches of Clauses 4.8, 5.6, 5.1 and 2 of the ABPI Code of Practice.

Summary of AstraZeneca's position:

It is AstraZeneca's position that:

1. AstraZeneca provided a Coalition Social Media Toolkit as optional guidance and inspiration and did not constitute direction.
2. AstraZeneca did not instruct, review or approve the [named trade association]'s LinkedIn post.
3. The carousel images used in the [named trade association]'s LinkedIn post prominently display the AstraZeneca logo, making the company's involvement immediately visible to readers.
4. Upon clicking through to the report, the exact nature of AstraZeneca's involvement is prominently declared on the first page at the outset.
5. AstraZeneca understands the importance of transparency and always strives to ensure its involvement in any activity or material is prominently declared.

AstraZeneca is fully committed to the ABPI Code of Practice and takes its responsibilities under the code very seriously; we strive to maintain high standards at all times."

PANEL RULING

This case was in relation to a LinkedIn post made by a trade association which disseminated information about a cardiovascular disease (CVD) policy paper that had been developed and funded by AstraZeneca. The complainant alleged that the post did not disclose AstraZeneca's financial involvement.

AstraZeneca submitted that the CVD policy paper was developed by the 'CVD Risk Coalition', which was established by AstraZeneca in 2023 and was comprised of 15 organisations, including leading charities, clinical, patient and representative organisations, as well as AstraZeneca. The organisations were not contracted by AstraZeneca, however coalition members were invited to attend quarterly meetings to discuss the CVD policy landscape and contribute to published papers, such as the CVD policy paper in question. The trade association

was one of the 15 contributors and coalition members who had input into the policy paper, although it had been 'developed and funded' by AstraZeneca.

Given that the complainant had cited Clause 4 of the Code in relation to their allegations, the case preparation manager had asked AstraZeneca to respond in relation to the requirements of Clause 4.8 of the Code. Clause 4.8 stated that companies are responsible for information about their products which is issued by their agencies (e.g. communications, advertising etc).

AstraZeneca submitted that the trade association was not an agency working on its behalf but was an independent coalition member that was not contracted by AstraZeneca.

The Panel considered the definition of a third party as set out in Clause 1.24: a legal person/entity or individual that represents a company or interacts with other parties on behalf of a company or relating to a company's medicine. That definition did not require a written agreement between the third party and the pharmaceutical company. The Panel sought to determine whether the trade association, by disseminating the policy paper via social media, was acting on behalf of AstraZeneca or in relation to one of its medicines.

The trade association LinkedIn post

The LinkedIn post in question, which appeared under the account name '[named trade association]' read:

"We've worked with 15 partners to shape recommendations for government and the NHS to improve cardiovascular care. This week we have published our action plan: Getting to the Heart of the Matter.

The plan outlines our practical agenda:

- prioritise prevention,
- accelerate earlier diagnosis,
- optimise treatment, and hard-wire equity into delivery,

Find out more by reading the action plan here: [URL to CVD policy paper]."

The post then tagged 14 stakeholders, not including AstraZeneca, and included the hashtag "#AZUKShare".

The accompanying image included an AstraZeneca logo in the top-right corner on a blue background featuring an outline map of the UK in a slightly darker blue. A purple heart inside a magnifying glass was positioned over the map. The image also included the wording: "Getting to the heart of the matter. Improving CVD care: five key actions. We've worked with 15 partners to shape recommendations for government and the NHS to improve cardiovascular care. Swipe to read more."

The Coalition Social Media Toolkit

AstraZeneca submitted it had provided a coalition social media toolkit ("the toolkit") to coalition members, comprised of eight slides. The purpose and content of the toolkit was described as outlining "the key elements of the Action Plan" and providing "example social media content to support the Coalition to amplify the Action Plan". The toolkit also included a link to the policy paper that AstraZeneca asked to be used in any coalition member posts.

Slides three and four contained samples of key messages drawn from a section of the CVD policy paper called “Action Plan”, together with references to support those messages. Slide five contained three examples of template social media posts, which, AstraZeneca submitted, were intended to provide wording as inspiration for coalition members. The Panel identified that example one on this slide mirrored the wording adopted by the trade association for the post that was the subject of this complaint. Each example included a call to action to “find out more” and then asked that the direct link to the policy paper was shared. However, none of these examples included a declaration regarding AstraZeneca’s involvement.

Slides six and seven provided a bank of eight images to be used alongside the wording examples. Seven of the eight images displayed the AstraZeneca logo in the top right-hand corner. Slide seven also contained instructions on how to add images to a LinkedIn post. One image in slide seven was identified by the Panel as the same image in the trade association post, described above.

Slide eight set out AstraZeneca’s example LinkedIn content plan, outlining three posts, all containing similar renditions of text as given in previous slides. Each contained the call to action “find out more” and the link to the CVD policy paper. The template posts for the AstraZeneca content plan contained a placeholder for tagging coalition partners. In addition (and unlike the examples for the coalition partners on slide five), AstraZeneca’s template posts included the full wording of the declaration of involvement as described on the first page of the policy paper.

AstraZeneca provided evidence that the social media toolkit had been reviewed and approved for the purpose of providing example social media posts before distribution to the coalition members. The trade association appeared to have taken the content of its post directly from the toolkit.

AstraZeneca submitted that it had not mandated that the trade association post about the policy paper nor instructed it on how the content should appear. However, in the Panel’s view, AstraZeneca’s provision of a detailed social media toolkit, which gave proposed wording and images, as well as a step-by-step guide on how to create the post, meant that it had attempted to influence the trade association to post about the policy paper AstraZeneca had funded and developed. On balance, the Panel concluded that the trade association had been heavily influenced to act on behalf of AstraZeneca to bring awareness to the publication of the CVD policy paper. The Panel therefore considered that AstraZeneca was responsible under the Code for the content of the trade association LinkedIn post.

Declaration of AstraZeneca’s involvement (Clause 5.6)

Clause 5.6 required that:

“information relating to human health or diseases which is sponsored by a pharmaceutical company or in which a pharmaceutical company has any other involvement, must clearly indicate the role of that pharmaceutical company.”

The Panel also took account of the supplementary information to Clause 5.6, which stated that:

“The wording of the declaration of involvement must be unambiguous so that readers are immediately able to understand the extent of the company’s involvement and

influence. This is particularly important when companies are involved in the production of material which is circulated by an otherwise wholly independent party, such as supplements to health professional journals. The declaration of sponsorship must be sufficiently prominent to ensure that readers of sponsored material are aware of it at the outset.”

The Panel noted that the AstraZeneca logo and the hashtag #AZUKShare appeared within the post and that coalition members had been tagged. However, it considered that these elements did not clearly communicate the nature or extent of AstraZeneca's involvement in the development and funding of the policy paper. Although the Panel acknowledged that AstraZeneca's full declaration of involvement was available via the link to the policy paper, it considered that readers viewing the LinkedIn post would not have been able to immediately understand the extent of AstraZeneca's involvement.

While the suggested images within the toolkit contained the AstraZeneca name and logo, there was no specific instruction to coalition members to include a declaration of AstraZeneca's financial involvement in social media posts. The trade association reproduced content directly from the toolkit. The Panel therefore considered that the omission from the toolkit of an instruction to include a declaration of AstraZeneca's involvement had directly contributed to its omission from the trade association post.

In the Panel's view, the absence of a clear and prominent declaration within the trade association's post on LinkedIn left AstraZeneca's involvement ambiguous to readers. The Panel therefore ruled a **breach of Clause 5.6**.

AstraZeneca's responsibility for its agencies (Clause 4.8)

The Panel noted that Clause 4.8 had been raised and, while finding that AstraZeneca was responsible for the LinkedIn post at issue, it considered that Clause 4.8 was a statement of fact that was not capable of being breached and therefore **made no ruling on this point**.

Failure to maintain high standards at all times (Clause 5.1)

Clause 5.1 required a company to maintain high standards at all times. AstraZeneca had funded the development of the CVD policy paper and had supplied a 'Coalition Social Media Toolkit' (including AstraZeneca-branded carousel images and suggested post wording) to coalition members to support their dissemination of the report.

The Panel considered that because these social media assets were designed to be shared publicly as standalone communications, AstraZeneca had a responsibility to ensure that any such materials it supplied for dissemination carried an immediate and clear declaration of its financial involvement. The Panel considered that AstraZeneca had failed to maintain high standards in this regard and the Panel ruled a **breach of Clause 5.1**.

Bringing discredit upon, and reducing confidence in, the pharmaceutical industry (Clause 2)

The Panel noted that Clause 2 is reserved for matters of particular censure. The Panel considered that its findings of breaches of Clauses 5.6 and 5.1 adequately covered the matter. It

did not consider that AstraZeneca's conduct had brought discredit upon, or reduced confidence in, the pharmaceutical industry. Accordingly, the Panel ruled **no breach of Clause 2**.

Complaint received **29 January 2026**

Case completed **23 September 2026**