

CASE/0836/12/25

HEALTH PROFESSIONAL v ASTRAZENECA

Allegation regarding promotional emails from a professional network for doctors in the UK

CASE SUMMARY

This case was in relation to an email newsletter sent by a professional network for doctors in the UK. The email contained a section with content from a number of pharmaceutical companies, including AstraZeneca. Citing Clauses 3.6 and 15.6, the complainant alleged that the email constituted disguised promotion.

The outcome under the 2024 Code was:

Breach of Clause 3.6	Disguising promotional material or activities
Breach of Clause 15.6	Disguising promotional material or activities
No Breach of Clause 5.1	Requirement for companies to maintain high standards at all times

**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 a number of pharmaceutical companies was received from a health professional.

The case preparation manager determined that some allegations made by the complainant should not proceed. This decision was upheld by an independent referee.

The complaint was taken up against AstraZeneca UK Limited in Case/0836/12/25. The corresponding cases against the other companies are: Case/0748/09/25, Case/0832/12/25, Case/0833/12/25, Case/0834/12/25, Case/0835/12/25, Case/0837/12/25 and Case/0838/12/25.

COMPLAINT

The complaint wording is reproduced below:

“[Redacted allegations that were not proceeded]
In addition, I received an email from [a professional network for doctors in the UK – “the third party”] titled ‘Raynaud’s phenomenon: red flags and when to refer’. One would think that by opening this email, the content would be about this topic. But no, when I clicked on the email I was again presented with pharmaceutical industry advertising. In

fact, there were two articles from [the third party] that seemed independent (but who knows!), including the article in the subject line, but an additional 6 pieces of pharmaceutical promotional content. At no point was I expecting to see all of this advertising. The subject line and the title of the email ('Clinical Bulletin') was totally misleading. This is another example of being forced / coerced into engaging with pharmaceutical promotional content when it is not expected/wanted. How do these companies (AstraZeneca, [other named pharmaceutical companies]) think that it is OK to mislead doctors in this way? (See attached x2 screenshots labelled 'email')"

FURTHER INFORMATION FROM THE COMPLAINANT

The complainant's response to a request from the case preparation manager for further information is reproduced below:

"Thank you for your email on the 16th October. I decided to do a deep dive, as you suggested, into the ABPI Code, which I have found to be very illuminating. There seems to be 3 main issues, being [information about an allegation that was not proceeded], emails and [information about an allegation that was not proceeded]. To clarify, me consenting to promotional material is not the issue as I assume sometime in the past I have given consent.

I have not approached [the third party] about these complaints.

ABPI Code – relevant clauses

- **Transparency**
One of the four 'key principles' of the Code
- **Overarching Requirements**
 - [Information about an allegation that was not proceeded]
 - **3.6**
'Materials and activities must not be **disguised promotion**.'
 - **5.1**
'Companies must maintain **high standards** at all times.'
- **15.6**
'Promotional material and activities must not be disguised.'
- [Information about an allegation that was not proceeded]

All screengrabs below are new and recent examples from [the third party], in addition to the examples I submitted in my original complaint.

[Information about an allegation that was not proceeded]

Emails

The sender profile, subject line and lack of disclaimer makes the clinical bulletin email at screenshots 2 and 3 disguised promotion (**clause 15.6**) and is a breach of maintaining high standards (**clause 5.1**). There is a mix of independent content and promotional content but this is not evident from the outset. I have no problem being sent promotional information from time to time, however, I want to choose whether or not to engage and don't want to be duped into engaging with it. I saw on your website a recent case that cited all the same issues I have highlighted above – AUTH/3866/12/23.

[Information about an allegation that was not proceeded]

Screenshot 2

[Image showing a screenshot of an email as it would appear unopened in an inbox and a screenshot of the top portion of the opened email. Images accompanied by the description: "14/10/25 Another example of a 'Clinical Bulletin' with no indication there is pharmaceutical promotion within it from the subject line".]

Screenshot 3

[Image showing a screenshot of a section of the email with six content items. Image accompanied by the description: "14/10/25 Pharma sponsors within the 'Clinical Bulletin' and a list of four pharmaceutical companies relating to the six content items.]"

[Information about a redacted allegation that was not proceeded]"

FURTHER INFORMATION FROM THE COMPLAINANT

The complainant's response to a request from the case preparation for further information is reproduced below:

"Many thanks for your response. I completely understand that you need as much info as possible.

I will take each of your questions in order below. Please see my original complaint for detail of where I believe there to be breaches against your code, including specific clause numbers.

[Information about an allegation that was not proceeded]

Consent

I have consented to receive occasional promotional information, [information about an allegation that was not proceeded]

Please see below for the [third party's] consent language:

2.5. Use of your account data for marketing and communications purposes:

We will use your account data including your email address and/or postal address to send marketing and communications that is relevant to our products and services. This may, for example, include postal mailings about our products and services if you have not visited our website recently.

You can opt-out from any specific communications by using the unsubscribe facility in the communication itself or via the [third party's] website. We may also prompt you from time to time to revisit and update your communication preferences with the aim of ensuring that we only send you relevant and wanted communications.

We will also use your account data to serve you with targeted advertising on behalf our clients and other advertisers on our website.

The lawful basis for this processing is legitimate interests, namely:

our interests in providing marketing, advertising, communications, market research and recruitment-related services to our clients, providing relevant information to our members and operating our business and website

Emails from [the third party]

Your summation is correct. I believe the Clinical Bulletin is weekly, but the frequency of this email is not an issue to me. It was the fact that I believed I was accessing independent content, where in fact there were several links to pharma sponsored content.

[Information about which companies the complainant was complaining about]

Consent is not an issue here. I have consented to receive promotional information from 3rd parties, however I believe these emails are an example of disguised promotion. Please see my original complaint for detail.

[Information about an allegation that was not proceeded]

I hope I have answered your questions adequately. Please don't hesitate to get in contact if you have any more."

FURTHER INFORMATION FROM THE COMPLAINANT

The complainant's response to a request from the case preparation for further information is reproduced below:

"Thank you for your email. Let me comment on each of the 'allegations' in turn.

Allegation 2 – Email

Yes, I can confirm that I wish you to take up the complaint against those companies [redacted] I would like my name to be kept anonymous.

[Information about allegations that were not proceeded]

I also do not accept that it is my responsibility to raise and address this with [the third party]. [Information about an allegation that was not proceeded]"

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 3.6, 15.6 and 5.1 of the 2024 Code.

ASTRAZENECA'S RESPONSE

The response from AstraZeneca is reproduced below:

"We are writing to you in response to your letter dated 6 February 2026, concerning a complaint from a healthcare professional with respect to allegations regarding promotional emails from [a professional network for doctors in the UK – "the third party"]. The complainant's allegations can be broken down as follows:

1. *The sender profile, subject line and lack of disclaimer makes the clinical bulletin email disguised promotion (clause 15.6) and is a breach of maintaining high standards (clause 5.1). There is a mix of independent content and promotional content but this is not evident from the outset. I have no problem being sent promotional information from time to time, however, I want to choose whether or not to engage and don't want to be duped into engaging with it. I believe I was accessing independent content where in fact there were several links to pharma sponsored content. I believe these emails are an example of disguised promotion.*
2. *I received an email from [the third party] titled 'Raynaud's phenomenon: red flags and when to refer'. One would think that by opening this email, the content would be about this topic.when I clicked on the email I was again presented with pharmaceutical industry advertising. In fact, there were two articles from [the third party] that seemed independent, including the article in the subject line, but an additional 6 pieces of pharmaceutical promotional content. At no point was I expecting to see all of this advertising. The subject line and the title of the email ('Clinical Bulletin') was totally misleading. This is another example of being forced/coerced into engaging with pharmaceutical promotional content when it is not expected/wanted. How do these companies..... think that it is OK to mislead doctors in this way.*

AstraZeneca have been asked to consider the following clauses 3.6, 15.6 and 5.1 of the 2024 ABPI Code. We will address each of the complainant's allegations according to the relevant clauses.

Background

AstraZeneca ran a media campaign with [the third party] (operated by [named publisher]) between 27th June and 27th September 2025, in which our promotional content was featured within the Clinical Bulletin. [The third party] Clinical Bulletin was distributed twice weekly; AstraZeneca promotional content appeared up to twice per month within this email during our campaign window.

AstraZeneca 3rd party agency [named] approved the promotional content however, the editorial content and the email structure were owned by [the third party's] independent Community team.

The independent Community team at [the third party] (independent of commercial teams) curated 5 of 6 sections (*Internal News*; *Internal Other*; *[third-party platform] resources*; *Careers*; *Member Services*). The promotional section of the newsletter below was a distinct third section and clearly labelled '**Healthcare information. Curated content funded or commissioned by the healthcare industry**' prior to display of promotional content.

[Image showing a screenshot of the 'Healthcare information' section of the 'Clinical Bulletin' email of 9 September 2025]

The first editorial article ('Internal News') automatically populated the email subject line. The subject line therefore changes with each email depending on the title of the first editorial article within the email.

[Image showing a screenshot of the 'Clinical Bulletin' email of 9 September 2025 as it would appear in an inbox]

Pharmaceutical items within the newsletter were labelled with the sponsoring company and included mandatory information (e.g. prescribing information links), providing clear origin and intent when viewed in the body of the email. Please see below the bold and prominent disclaimer for AstraZeneca

[Image showing a screenshot of the AstraZeneca item within the 'Healthcare information' section of the 'Clinical Bulletin' email of 9 September 2025]

The clinical bulletin Opt-in and consent: The Clinical Bulletin distribution was limited to members who explicitly opted in. Opt-in at registration, welcome, communication preferences, and additional site sections (13 locations in total), states: that the Clinical Bulletin '**may contain promotional information, including information about prescription-only medicines from the pharmaceutical industry.**' (please see below)

[Image showing a screenshot of the 'Communication preferences' page of the 'Your account' section of the third-party platform]

Following this complaint, we reached out to [the third party] who are a subcontractor of [named media buyer] with whom we have a global MSA.

[The third party] did not consider the newsletter was akin to an email and erroneously believed that there was no requirement to inform recipients from the outset about the overall promotional nature of the newsletter. As can be seen from the information provided by the recipient, companies across the industry have been impacted.

[The third party] has informed us that as part of continuous improvement, they implemented changes on 22 October 2025 (post our campaign end date) to clarify the presence of promotional information in both the 'from' field and the email header. The 'from' field of the email now reads: '**[Third-party platform] Clinical Bulletin. Contains promotional information.**'

AstraZeneca was disappointed that [the third party]/[named publisher] did not inform us following implementation of the above changes in October 2025; we were only made aware following the receipt of this complaint.

We have now reminded [the third party]/[named publisher] of their responsibility to inform AstraZeneca when making important changes to electronic communication with HCPs.

AstraZeneca Response to the allegations

1. *The sender profile, subject line and lack of disclaimer makes the clinical bulletin email disguised promotion (clause 15.6) and is a breach of maintaining high standards (clause 5.1). There is a mix of independent content and promotional content but this is not evident from the outset. I have no problem being sent promotional information from time to time, however, I want to choose whether or not to engage and don't want to be duped into engaging with it. I believe I was accessing independent content where in fact there were several links to pharma sponsored content. I believe these emails are an example of disguised promotion.*

We acknowledge that at the time our campaign ran (27th June – 27th September 2025), the subject line did not indicate that the email contained promotional information. However, upon opening and reading the email midway through, readers were presented with the following clear disclaimer *'Healthcare information. Curated content funded or commissioned by the healthcare industry'* prior to display of any promotional content.

We were let down by [the third party] therefore, we accept a breach of clauses 15.6 for not indicating in the sender profile and subject line the overall promotional nature of the email.

2. *I received an email from [the third party] titled 'Raynaud's phenomenon: red flags and when to refer'. One would think that by opening this email, the content would be about this topic.when I clicked on the email I was again presented with pharmaceutical industry advertising. In fact, there were two articles from [the third party] that seemed independent, including the article in the subject line, but an additional 6 pieces of pharmaceutical promotional content. At no point was I expecting to see all of this advertising. The subject line and the title of the email ('Clinical Bulletin') was totally misleading. This is another example of being forced /coerced into engaging with pharmaceutical promotional content when it is not expected/wanted. How do these companies..... think that it is OK to mislead doctors in this way.*

We acknowledge that at the time our campaign ran (27th June – 27th September 2025), the subject line and the title of the email did not indicate that the email contained promotional information. However, upon opening and reading the email midway through, readers were presented with the following clear disclaimer *'Healthcare information. Curated content funded or commissioned by the healthcare industry'* prior to display of any promotional content.

We disagree that the *'...the title of the email ("Clinical Bulletin")'* is misleading because the [the third party's] opt-in language makes it explicitly clear that the

Clinical Bulletin may contain promotional information about prescription-only medicines. This disclosure below is reinforced across the platform in multiple locations including at registration, welcome, communication preferences, and additional site sections (13 distinct opt-in/communication preference touchpoints, per 'Clinical Bulletin Opt-In Locations and User Journeys').

'may contain promotional information, including information about prescription-only medicines from the pharmaceutical industry.'

We were let down by [the third party] therefore, we accept a breach of clauses 15.6 for not indicating in the subject line and the title of the email the overall promotional nature of the email. We noticed that the requirement of clause 3.6 is covered by clause 15.6, therefore, we refute a breach of clause 3.6.

The complainant also made reference to a recent case 'that cited all the same issues as highlighted above – AUTH/3866/12/23'.

The above case is specifically about individual emails sent on behalf of an individual pharmaceutical company which highlight an individual product. They are different to the Clinical Bulletin which is an independent newsletter that contains advertising from several pharmaceutical companies.

AUTH/3866/12/23 Merck Serono: this case (highlighted by the complainant) relates to promotional emails funded by Merck Serono mailed by an unnamed third-party company about a specific drug (avelumab) and its indication in urothelial cancer. This case does not relate to a newsletter communication.

As part of continuous improvement [the third party] implemented changes on 22 October 2025 (post our campaign end date) to clarify the presence of promotional information in both the 'from' field and the email header. The 'from' field of the email now reads: ***'[Third-party platform] Clinical Bulletin. Contains promotional information'*** (please see below).

[Image showing a screenshot of the top part of the 'Clinical Bulletin' email of 10 February 2026]

Summary of AstraZeneca's position

We acknowledge that at the time of the campaign, the subject line and the title of the email did not indicate that the email included promotional content from the outset. It is AstraZeneca's position that we have been badly let down by [the third party].

However, the Clinical Bulletin distribution was limited to members who explicitly opted in. Opt-in at registration, welcome, communication preferences, and additional site sections (13 locations in total), states: that the Clinical Bulletin ***'may contain promotional information, including information about prescription-only medicines from the pharmaceutical industry.'***

Based on the above details, explicit Opt-in registration details and the prominent Clinical Bulletin disclaimer, we therefore, believe high standards have been maintained and refute a breach of clause 5.1.

AstraZeneca is fully committed to the ABPI Code of Practice and takes its responsibilities under the Code very seriously.”

PANEL RULING

The complainant provided copies of two emails sent by an online platform for medical doctors, which they alleged were disguised promotion. The first email was dated 9 September 2025 and the second was dated 14 October 2025.

The two emails were of the same style and format, being an email newsletter that contained advertising space. The Panel noted that the email dated 9 September contained information from AstraZeneca. There was no content from AstraZeneca within the email dated 14 October.

The subject line of the email dated 9 September was “Raynaud’s phenomenon: red flags and when to refer”. The sender was [third party]. Within the body of the email, there was first a coloured header with the email newsletter’s ‘Clinical Bulletin’ logo and date. This was followed by two pieces of content consisting of an image, a headline, a short description of the linked article and a button to click to read more. The headline of the first item matched the subject line of the email. Beneath these two pieces of content was a coloured section header titled “HEALTHCARE INFORMATION” with the description “Curated content funded or commissioned by the healthcare industry.” Within this section was six pieces of content consisting of a small thumbnail image, a headline and a description, which in some cases included a job code and links to prescribing information. It was not clear from the information provided to the Panel whether there was further content in the email beyond this point.

The information from AstraZeneca was contained within this “HEALTHCARE INFORMATION” section of the email. It read:

Will a has high-risk HER2- early breast cancer: would you test for *BRCA* mutations?
~1 in 10 patients with HER2- breast cancer have a germline *BRCA* mutation²⁹ and are likely to have a more aggressive disease course than those without.^{31,32} Learn more about testing for *BRCA* and view clinical data for LYNPARZA® (olaparib) in these patients.
Promotional information created and funded by AstraZeneca for UK healthcare professionals only. Learn more >
[TRUQAP®▼ \(capivasertib\) prescribing information \(hosted externally\) >](#)
[fulvestrant prescribing information \(hosted externally\) >](#)
[LYNPARZA® \(olaparib\) prescribing information \(hosted externally\) >](#)
Adverse events should be reported. Reporting forms and information can be found at yellowcard.mhra.gov.uk. Adverse events should also be reported to AstraZeneca.
GB-63630 April 2025

The Panel noted that the complainant’s allegation of disguised promotion was related to the email as a whole, not to the individual piece of content from AstraZeneca. The complainant referred to the subject line, sender profile and overall title (‘Clinical Bulletin’) of the email and the lack of a disclaimer. The Panel noted that the complainant acknowledged that they had consented to receive promotional information from third parties, but that they wanted to be able to choose whether or not to engage with promotional information. When opening the email, the complainant stated that they thought it would be about Raynaud’s phenomenon and had not expected to see advertising from pharmaceutical companies.

Clause 3.6 required that materials and activities must not be disguised promotion. Similarly, Clause 15.6 required that promotional material and activities must not be disguised. The supplementary information to Clause 15.6 stated, among other things, that promotional material must not imply that the contents are non-promotional, for example, that the contents provide information relating to safety.

AstraZeneca acknowledged that, while upon opening and reading the email, readers were presented with the disclaimer “Healthcare information. Curated content funded or commissioned by the healthcare industry” prior to the display of any promotional content, by not indicating in the sender profile and subject line the overall promotional nature of the email, the email constituted disguised promotion. The Panel acknowledged AstraZeneca’s submission that the distribution of the email was limited to individuals who explicitly opted in to receive promotional information, including information about prescription only medicines from the pharmaceutical industry. The Panel also acknowledged AstraZeneca’s submission that [the third party] had implemented changes in October 2025 to include “Clinical Bulletin. Contains promotional information” as part of the sender information, and also to include a disclaimer at the very outset of the body of the email that stated “The Clinical Bulletin, a roundup of medical articles and specialty-specific resources. This email contains promotional information from the pharmaceutical industry.”

The Panel considered that the combined effect of the ‘Clinical Bulletin’ email’s subject line and the sender’s email address were such that the promotional nature of the AstraZeneca content within the “HEALTHCARE INFORMATION” section of the email was not clear at the outset and was disguised, as acknowledged by AstraZeneca. The Panel particularly took into account that, although the recipient had opted in to receiving the ‘Clinical Bulletin’ which could include promotional information from pharmaceutical companies about prescription only medicines, neither the subject line nor the sender address referred to ‘Clinical Bulletin’ and it was likely that a range of emails might be sent by [the third party]. Also, the subject line was dependent on the headline of the first piece of content within the email, which was non-promotional content from the publisher. In the Panel’s view, the impression to the reader was that the email would be about Raynaud’s phenomenon; there was no indication that the email also contained promotional material. The Panel ruled a **breach of Clause 3.6 and Clause 15.6**.

Clause 5.1 required that companies must maintain high standards at all times. While the Panel had some concerns that the company had not had sight of the sender email address or subject line when certifying the content that would be included within the ‘Clinical Bulletin’ email, the Panel did not consider that the matter at issue demonstrated that AstraZeneca had failed to maintain high standards. The Panel particularly took into account that the promotional material appeared within a distinct section of the email and was, itself, clearly labelled as promotional. The Panel ruled **no breach of Clause 5.1**.

Complaint received 25 September 2025

Case completed 20 May 2026