

## **COMPLAINANT v CHIESI**

### **Allegations relating to a press release and research report**

#### **CASE SUMMARY**

This case was in relation to a webpage on a news and resource website for the pharmaceutical industry, which appeared to be a copy of a press release issued by Chiesi, and the linked report titled “Towards Net-Zero Healthcare Systems: Establishing the Economic Value of Carbon-Minimal Inhalers”. The complainant alleged that the report was promotional for Chiesi medicines but that the press release did not make reference to the report being promotional and readers of the press release would assume the report was not promotional. The complainant alleged breaches of a number of clauses of the Code that arose from the report being promotional.

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 8.1</b>	<b>Failing to certify promotional material</b>
<b>Breach of Clause 12.1 (x3)</b>	<b>Failing to include prescribing information</b>
<b>Breach of Clause 12.3</b>	<b>Failing to include a clear, prominent statement as to where prescribing information could be found</b>
<b>Breach of Clause 12.6</b>	<b>Failing to include the prominent adverse event reporting statement</b>
<b>Breach of Clause 15.6</b>	<b>Disguising promotional material or activities</b>
<b>No Breach of Clause 2</b>	<b>Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry</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 Chiesi was received from a named, contactable complainant who described themselves as a health professional.

## COMPLAINT

The complaint wording is reproduced below:

“A Chiesi Press release makes reference and directs readers towards a Carbon Minimal pMDIs report. [URL provided] The report is funded and commissioned by Chiesi. A copy of the report is available at – [URL provided] Throughout the report there are multiple mentions of Chiesi inhaler products, Trimbow, Fostair and Clenil alongside discussion of asthma which these inhalers are licensed for. The report is promotional but does not contain prescribing information for the products and adverse event reporting. The press release does not make reference to the report being promotional. Readers of the press release would assume a non-promotional report. The following breaches of the ABPI code have arisen from the promotional report, clauses 12.1, 12.3, 12.6, 8.1, 5.1, 15.6 and clause 2.”

When writing to Chiesi, the PMCPA asked it to consider the requirements of Clauses 2, 5.1, 8.1, 12.1, 12.3, 12.6 and 15.6 of the 2024 Code.

## CHIESI'S RESPONSE

The response from Chiesi is reproduced below:

“Thank you for your letter dated 5 June 2025 relating to a complaint you have received concerning allegations relating to a press release and research report.

We take alleged breaches of the ABPI Code of Practice very seriously and are committed to addressing each of the allegations raised in the complaint in a thorough and constructive manner. Whilst we strongly refute the allegations, we trust the information we provide below reflects the seriousness with which we take our commitment to compliance with the Code.

### **1. Contents of the complaint and your request for information/documentation**

The complainant has referred to a “Press Release”, which is actually an article entitled “Carbon Minimal pressurised Metered Dose Inhalers (pMDIs) could save up to 619,000 tonnes of emissions each year, representing up to 7%–10% of NHS Net Zero targets” published by [named website], a global pharma news and resource website on 4 March 2025 (the **Article**). The complainant included a screenshot of the Article in their complaint.

The complainant states that the Article directs readers towards the following report: “Towards Net-Zero Healthcare Systems: Establishing the Economic Value of Carbon Minimal Inhalers” published by [independent research organisation], (the **Report**).

The complainant has also stated that the Report is funded and commissioned by Chiesi and includes mentions of Chiesi products, Trimbow, Clenil and Fostair, alongside discussion of asthma. (Note, the Report actually refers to Foster and not Fostair, which is discussed further in paragraph 2 below).

The complainant then goes on to allege that Chiesi has breached clauses 2, 5.1, 8.1, 12.1, 12.3, 12.6, and 15.6 of the Code on the basis that:

- the Report is promotional;
- the Report does not contain prescribing information for the products mentioned, or contain adverse event reporting; and
- the Article does not make reference to the Report being promotional.

When responding to the complaint, you have requested details of:

- details of Chiesi's partnership with [the independent research organisation];
- a copy of the press release at issue and details of how the material was used and to whom it was directed;
- details of how a reader might navigate to the Report and the intended audience;
- a copy of the certificate approving the material at issue and the qualifications of the signatories;
- copies of any references cited in our response.

Our responses to the allegations contained within the complaint and your requests for specific information/documentation are below.

## **2. The Report and Chiesi's partnership with [the independent research organisation]**

Whilst we do not wish to absolve ourselves of responsibility in relation to the Report, we feel it important to provide some context as to its origin before addressing the complaint in further detail.

The Report itself was a piece of health economics research funded exclusively by our parent company, Chiesi Farmaceutici S.p.A. (**Chiesi S.p.A.**), located in Italy. The Report includes the following declaration (on page 3 under the orange font subtitle "*Funding and Acknowledgments*") noting the partnership between Chiesi S.p.A and [the independent research organisation]: "*This Contract Research report was commissioned and funded by Chiesi*".

Chiesi Limited (**Chiesi UK**) did not have any involvement in or knowledge of the creation of the Report, including but not limited to defining the scope of the [independent research organisation] engagement or in the project design or protocol established with [the independent research organisation]. Furthermore, Chiesi UK was not involved in the final publication process. The Report targeted a European audience rather than a UK one, something which is demonstrated by the Report's consistent use of the brand name "Foster", instead of "Fostair". "Foster" is the brand name used for Fostair in some Chiesi Group countries outside the UK.

Since the Report's publication, and prior to the complaint under reply, we took various precautionary steps (detailed further in paragraph 4 below) resulting in the Report no longer being accessible via press releases or news outlets or through [the independent research organisation's] own website. Those steps, coupled with the fact that the Report was a Chiesi S.p.A. led research activity intended for a European audience, means that, in our opinion, at the time the complaint was made the Report was outside the scope of the Code.

Notwithstanding, we have set out below our position in relation to each of the points the complainant has raised.

### **3. The press release and details of how the material was used**

After the Report was initially published by [the independent research organisation], Chiesi UK's External Communications team issued a press release (the **Press Release**) to our communications agency, [named]. The Press Release was also uploaded to the Chiesi UK website.

The intention of the Press Release was to share the Report's analysis of the environmental and economic impact of inhaler choice and to contribute data and insights to the broader discussion on sustainable healthcare. The content concerned the wider initiative towards greener inhalers and the associated cost benefits for the NHS.

The Press Release did not name any Chiesi products.

This Press Release was then issued by [named communications agency] to national news outlets and medical, medtech, trade and journalists concerned with reporting on sustainability reporting. One such outlet was [named website], which subsequently published the Article at issue.

### **4. Details of the intended audience and how a reader might navigate to the Report**

The intended audience for the Press Release, the Article and the Report was the pharmaceutical media and the healthcare profession.

The Press Release and the Article initially contained a link to the Report so that readers could consider the Press Release by reference to the Report's findings. However, these links were later removed, prior to the complaint under reply being made.

Chiesi UK also advised Chiesi S.p.A. to instruct [the independent research organisation] to delete the Report from its website and deactivate the URL to the Report so that it is no longer accessible online. Chiesi SpA agreed and contacted [the independent research organisation] to ask them to take those steps. This action was completed on 8 May 2025.

The result was that the links in the Press Release and Article were deactivated, as is evidenced in the screenshot provided by the Complainant. We refer you to the red

highlighted sections of that screenshot, which show that the Report citations (i) and (ii) were not active links in the title to the Article and were also not included in the citations section at the end of the Article. The Report, therefore, was not accessible via that Article.

The Report is no longer accessible by readers through the links in the Press Release, the Article or [the independent research organisation's] website. Furthermore, if a reader were to undertake a Google search to locate the Report online, the links that might appear in the search results are inactive and an error message would be received by the reader. Furthermore, Chiesi S.p.A.'s Global Medical Affairs and Global Market Access teams have withdrawn the Report from use by Chiesi affiliates globally and communicated with each Chiesi affiliate that the Report should not be further circulated.

Finally, the External Communications Team at Chiesi UK has also removed the Press Release from the Chiesi website.

##### **5. Allegation that the Report is promotional**

The complainant noted that the Report included brand names of three of Chiesi's medicines, being Clenil, Trimbrow and Foster (not Fostair for the reason explained above) alongside discussion of asthma and stated that the Article does not make reference to the Report being promotional. As such, the complainant asserts that this constitutes disguised promotion in contravention of Clause 15.6 of the Code.

We do not consider the Report as promoting any specific Chiesi products. It is rather a piece of health economics research and an analysis of the environmental impact of inhaler choices, designed to contribute data and insights to the broader discussion on sustainable healthcare (an area of legitimate public interest), in line with the pharmaceutical industry's move towards greater environmental responsibility. Its primary purpose is to establish the additional economic value of carbon minimal pMDI inhalers compared to existing pMDI inhalers with the same active ingredients.

We strongly believe that the context in which product names are referenced is key and, in this instance, we do not consider that referencing brand names to validate the data within a research paper constitutes promotion, disguised or otherwise. As a piece of research, the Report sets out [the independent research organisation's] methodology, which would be the case with any clinical study or research paper. Brand names were necessarily included by the authors (who were independent of Chiesi UK) to reference previously published and publicly available data (Panigone et al., 2020, the **Panigone Report**) to support their analysis and their conclusions. This was especially relevant given the differences between the carbon footprints of inhalers, including between generic brands of the same non-proprietary formulation.

It is important to stress that the products were not mentioned in the Executive Summary to the Report, only first appearing on page 9, and are predominantly referenced in the methodology section and the results tables (with only one reference to Clenil in the Interpretation and Discussion section). Had the intention behind the Report been promotional, brand names would have been included more widely throughout, including in the Executive Summary (alongside the obligatory information

prescribed by Clause 12 of the Code). Furthermore, had Chiesi UK been involved in the design of the Report and intended for it to be promotional, the UK brand name “Fostair” would have been used.

It is also relevant that the Press Release and the Article which reference the Report do not include any reference to Chiesi products or brand names and therefore were non-promotional.

In our submission, the authors of the Report included brand names in good faith and out of necessity to justify their analysis, and therefore the Report falls into the category of non-promotional scientific discourse

In light of the above, we strongly deny the allegation that we are breach of clause 15.6 of the Code as alleged, or at all.

**6. The Report does not contain prescribing information for the products mentioned, or contain adverse event reporting**

For the reasons set out above, we do not consider the Report to be promotional (disguised or otherwise) under the Code. Consequently there was no obligation to include prescribing information or adverse event information, as prescribed by Clause 12, in the Report or Press Release.

It follows that we vehemently deny that we are in breach of Clauses 12.1, 12.3 or 12.6 as alleged or at all.

**7. Certification of the Report**

Whilst the complainant has not explicitly referenced certification, they have alleged a breach of Clause 8.1 of the Code. Chiesi UK have inferred from this that the complainant feels the Report should have been certified by a Medical Signatory and that, therefore, the absence of certification amounts to a breach of Clause 8.1.

For the reasons stated at paragraph 5 above, we do not consider the Report to be promotional in nature. Therefore, the Report and the Press Release were both examined and approved by a medical signatory, but we did not deem it necessary for those materials to be certified.

On that basis, we deny that we are in breach of Clause 8.1 of the Code.

Copies of the approvals for each of the Report and the Press Release can be found at [copies provided]. Details of the Medical Signatory are [details provided].

As you will see from [the copies of the approvals for each of the Report and the Press Release], we have taken steps to withdraw the documents in issue following receipt of the complaint.

## **8. Alleged Breaches of Clause 2 and Clause 5.1 of the Code**

The complainant has alleged breaches of Clauses 2 and 5.1 of the Code, which we strongly refute.

As stated above, we consider the Report and related Press Release non-promotional in nature. As explained, prior to receiving this complaint, we had already taken a number of steps including:

- advising Chiesi S.p.A. to require [the independent research organisation] to withdraw the Report from circulation and deactivate the URL links, an action which has been completed;
- removing of the Press Release from the Chiesi UK website;
- recommending Chiesi S.p.A.'s Global Medical Affairs and Global Market Access teams withdraw the Report from circulation and issue instructions to Chiesi Affiliates worldwide not to further circulate the Report until approved otherwise;
- suggesting the Report be peer reviewed and only issued to a closed and targeted group of healthcare professionals if used in the future;
- suggesting to Chiesi S.p.A. that [the independent research organisation] update the declaration within the Report by moving it to the front title page and adding the following clarificatory statement so that if the Report is re-released, it will reinforce appropriate expectations of the reader and make it clear the basis on which the research was conducted and validated:

*“This Contract Research Report was commissioned and funded by Chiesi. The report is part of Chiesi’s commitment to supporting environmental research and is not intended to promote any specific medicine. The research is based on case studies of Chiesi products, based on publicly available carbon footprint data regarding the environmental impact of carbon minimal inhalers.”*

Such action demonstrates our commitment to acting with the highest ethical and professional standards at all times and our dedication to upholding confidence in the industry as a whole.

## **9. Conclusion**

In reliance upon the facts and matters set out above, we strongly deny all of the allegations raised by the complainant and respectfully submit that:

- the Press Release, the Article and the Report are non-promotional in nature;
- the activities and materials at issue have not brought discredit upon, or reduced confidence in, the pharmaceutical industry and high standards have been maintained at all times;
- accordingly, there has been no breach of Clauses 2, 5.1, 8.1, 12.1, 12.3, 12.6 and 15.6 as alleged or at all.”

## PANEL RULING

This case was about a webpage on a news and resource website for the pharmaceutical industry, which appeared to be a copy of a press release issued by Chiesi, and the linked report titled "Towards Net-Zero Healthcare Systems: Establishing the Economic Value of Carbon-Minimal Inhalers". The complainant alleged that the report was promotional for Chiesi medicines but that the press release did not make reference to the report being promotional and readers of the press release would assume the report was not promotional. The complainant alleged breaches of a number of clauses of the Code that arose from the report being promotional.

### Was the material within the scope of the UK Code?

The Panel considered that the first question to be addressed was whether Chiesi UK had responsibility under the Code for the report and/or press release.

Chiesi submitted that, at the time the complaint was made, the report was outside the scope of the Code because:

- Chiesi UK did not have any involvement in or knowledge of the creation of the report, which was funded by its parent company, located in Italy, and was not involved in the final publication process;
- the report was intended for a European audience, not a UK audience;
- prior to receipt of the complaint, Chiesi UK had taken precautionary steps that resulted in the report no longer being accessible via press releases or news outlets or through [the independent research organisation's] own website.

The Panel queried Chiesi's submission that the report was intended for a European audience, demonstrated by the report's use of the brand name "Foster". In this regard, the Panel noted that beclometasone/formoterol was a licensed prescription only medicine in the UK at the time of the complaint, under the brand name Fostair which was closely similar to "Foster". The Panel further noted the report included specific references to the United Kingdom, NHS Net Zero targets and quantified estimated cost savings in pounds sterling, amongst other things.

In any instance, the Panel noted Chiesi's submission that, after the report was initially published by [the independent research organisation], Chiesi UK had issued a press release via its communications agency and published that press release on the Chiesi UK website. The webpage referred to by the complainant was published upon receipt of this press release.

It was an established principle that complaints about articles in the press, or similar, were judged on the information provided by the pharmaceutical company, rather than the published article.

The Panel noted Chiesi's submission that it had taken steps to remove the links to the report and to request that [the independent research organisation] remove the report from its own website. However, the Panel observed that the press release before it, provided by Chiesi, cited and included a link to the report. The complainant had also provided an active link to the report at the time of their complaint.

In the Panel's view, by proactively disseminating a press release to a UK audience which directed readers to a specific report, Chiesi UK had brought the press release and linked report within the scope of the Code. The Panel made its rulings on this basis.

### Was the report promotional for Chiesi medicines?

The complainant stated that the report included “multiple mentions of Chiesi inhaler products, Trimbow, Fostair and Clenil alongside discussion of asthma” and alleged that the report was, therefore, promotional.

Chiesi submitted that the report was an analysis of the environmental impact of inhaler choices and that it did not consider that the report promoted any specific Chiesi products. Chiesi stated that it did not consider that referencing brand names to validate the data within a research paper, which was the context in which the product names was used, constituted promotion.

The Panel noted that the funding and acknowledgements section on page 3 of the report, positioned before any substantive content, stated: “This Contract Research Report was commissioned and funded by Chiesi”.

The Panel considered the content of the report. The Panel noted that the executive summary of the report did not directly mention any specific medicines. The Panel further noted that the early sections of the report mentioned inhaler types, classes of medicines and environmental impact but again did not discuss any specific medicines.

Section 4 of the report, titled “Case study: Carbon Minimal pMDIs”, presented the substantive content of the report which was an analysis to investigate “the potential economic value of carbon minimal pMDIs for asthma, relative to current standard pMDIs”. The subsequent sections discussed (Section 5) and provided a conclusion (Section 6) of the analysis, with the methodology included in the Appendix.

Section 4 included an analysis of the environmental impact and costs for three products: Clenil (beclomethasone dipropionate) pMDI, Foster (extrafine beclometasone/formoterol) pMDI, and Trimbow (extrafine beclometasone/formoterol/glycopyrronium) pMDI. The Panel noted all three were Chiesi products and no other medicines were included in the analysis or referenced in this section. In each comparison, the existing pMDI (the comparator) was compared to the carbon minimal pMDI (the intervention). The carbon footprint data was referenced to a published research paper authored by Chiesi employees.

The Panel observed that the brand names were repeated extensively, with Clenil and Foster each being mentioned more than 20 times in the report and Trimbow being mentioned more than 10 times. The Panel noted each were included as part of the assumptions and results.

The Panel acknowledged Chiesi’s submission that the report, funded by its parent company, was authored externally and that the inclusion of brand names was necessary to justify the analysis and validate the data.

However, the Panel took into account the repeated exclusive references to Chiesi’s three medicines in the context of asthma management and the environmental advantages and cost savings to the NHS with the carbon-minimal pMDI inhalers. In the Panel’s view, the report, and its dissemination by Chiesi UK as outlined above, constituted promotion to a UK audience.

### Addressing the complainant's specific allegations

The complainant alleged that the report was promotional but did not contain prescribing information or the adverse event reporting statement.

Having concluded that the disseminated report constituted promotion for Trimbow, Clenil and Fostair, the Panel determined that it should have included prescribing information for the three products, a statement as to where the prescribing information could be found, and an adverse event reporting statement. The Panel therefore ruled **breaches of Clause 12.1** in relation to each of the three medicines, a **breach of Clause 12.3**, and a **breach of Clause 12.6**.

The complainant also alleged a breach of Clause 8.1, which detailed the certification requirements for promotional materials. Chiesi submitted that the report had been examined and approved by a medical signatory but had not been certified according to the requirements of Clause 8.1. The Panel therefore ruled a **breach of Clause 8.1**.

In relation to the allegation that the press release did not make reference to the report being promotional and that "readers of the press release would assume a non-promotional report", the Panel noted the Code did not require promotional material to be labelled as such, provided it was not disguised.

The Panel considered the content and appearance of the report and press release, and particularly took into account the following:

- The report was branded as an [independent research organisation] report, with the [independent research organisation] logo, organisation name and web address appearing on every page.
- Chiesi was mentioned once within the report, in a short funding and acknowledgements statement on page 3: "This Contract Research Report was commissioned and funded by Chiesi."
- The report was published on [the independent research organisation's] website.
- The press release stated: "[Independent research organisation], in partnership with Chiesi, have announced findings from a new report..."
- The press release made mention of inhaler devices but not of any prescription medicines.

The Panel considered that, taken together, the introductory framing of the report, its external presentation and that it was disseminated via a press release, on balance, gave the overall impression that the report was more akin to an independent report than a report commissioned by a pharmaceutical company that exclusively referred to and promoted Chiesi's prescription only medicines. The Panel, therefore, ruled a **breach of Clause 15.6**.

The Panel acknowledged that Chiesi UK had taken action before the receipt of the complaint to remove direct links to the report from the published article subject to the complaint. It was unclear to the Panel, however, why these actions were initiated, given Chiesi's subsequent submission that the report was non-promotional and out of scope of the Code.

In any instance, the Panel was concerned that Chiesi had failed to recognise the promotional nature of the material, despite it having been examined and approved by a medical signatory, and that Chiesi UK had publicised the report via a press release to national news outlets whilst submitting the report was intended for a European audience and out of scope of the Code. In

the Panel's view, Chiesi had failed to maintain high standards in this regard. The Panel ruled a **breach of Clause 5.1**.

Clause 2 was a sign of particular censure and reserved for such use. The Panel considered the complainant had not established that Chiesi had brought discredit upon, or reduced confidence in, the pharmaceutical industry and that its concerns had been adequately dealt with by the breaches ruled above. The Panel therefore ruled **no breach of Clause 2**.

**Complaint received**      **29 May 2025**

**Case completed**        **25 February 2026**