

## **COMPLAINANT v GSK**

**Allegations about an advertisement during a podcast**

### **CASE SUMMARY**

**This case was in relation to a GSK sponsored advertisement which appeared at the beginning of a podcast aimed towards the general public with an interest in finance. The complainant alleged that the advertisement amounted to the promotion of GSK's medicines to the public.**

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

<b>No Breach of Clause 26.1</b>	<b>Requirement not to advertise prescription only medicines to the public</b>
<b>No Breach of Clause 26.2</b>	<b>Requirement that information about prescription only medicines which is made available to the public must be factual, balanced, must not raise unfounded hopes of successful treatment or encourage the public to ask their health professional to prescribe a specific prescription only medicine</b>
<b>No Breach of Clause 5.1</b>	<b>Requirement to maintain high standards at all times</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 was received from a contactable health professional about GSK.

### **COMPLAINT**

The complaint wording is reproduced below:

“A recent episode of the UK podcast [name of finance related podcast and host] stating that the episode was sponsored by GSK. It detailed the respiratory conditions the company were working on and used emotive tag lines like "every breath matters" and described benefits such as "long-acting treatments to replace daily medications", which sounded to me like direct to patient marketing of their drugs. The episode from [August 2025] was titled [name of podcast] and discussed UK politics and economic policy options and was aimed at a non-medical, lay, UK audience. [link to podcast provided]”

### **FURTHER INFORMATION FROM THE COMPLAINANT**

1. "I listened to the podcast episode on the evening of [date] August 2025 at approximately 8pm. After listening to the episode, I searched for how to report the advert and then returned to the episode to take a screen recording to upload as evidence.
2. Yes, I listened to the episode in my home in [named location] in the UK.
3. I streamed the episode from the internet as I listened. I had not downloaded it.
4. I was not using a VPN to access the internet."

When writing to GSK, the PMCPA asked it to consider the requirements of Clauses 26.1, 26.2, 5.1 of the 2024 Code.

## **GSK'S RESPONSE**

The response from GSK is reproduced below:

"Thank you for the letter dated 1st September 2025, which details a complaint regarding a GSK corporate podcast advertisement at the beginning of a UK third-party independent podcast, brought by the Prescription Medicines Code of Practice Authority (PMCPA) on behalf of a complainant, who has stated that they are a doctor. GSK strives to uphold all aspects of laws and regulations and take any allegations of breaching the ABPI code very seriously.

The complaint is regarding a GSK corporate podcast advertisement ("Advertisement") read out at the beginning of the UK podcast – [title of the podcast and podcast episode] [Aug 25]).

The Advertisement was read out by the host [named host] on [named podcast], which is an established independent editorial brand. This podcast episode [title of podcast episode] is not related to healthcare nor medicines. GSK examined the audio recording of the Advertisement itself, however had no editorial control over the content of the podcast. There are two advertisement slots in any given podcast, either at the beginning or the middle of the episode. The intention in reaching listeners of the podcast was to highlight GSK's innovation and R&D credentials to a general public audience, interested in news about finance and investing in the UK. The Advertisement was placed by our media buying agency [named agency] with Spotify UK and was available to listeners in the UK however they choose to access podcasts, including Spotify, Apple podcasts, Amazon Music and YouTube.

The transcript of the Advertisement is as follows:

*This episode is brought to you by GSK. Beating respiratory disease demands breath-taking innovation and GSK have been leading the charge for decades. For people with COPD, RSV, chronic cough or severe asthma every breath matters. That's why GSK is developing long-acting treatments to replace daily medications and change the course of disease. Innovating for a future beyond symptom control and reversing previous lung damage. They are uniting science technology and talent to get ahead of disease together. Visit [gsk.com](https://www.gsk.com) to learn more.*

GSK had no involvement or influence over the content of the [named podcast show] [Aug 25] podcast. GSK bought advertising space that involved the reading of this Advertisement at the beginning (or middle) of the third-party independent podcast by the host.

The Advertisement in question did not require certification under the 2024 Association of the British Pharmaceutical Industry Code ['Code']. This Advertisement did not include educational

material for the public or patients, nor did it contain information relating to diseases or medicines in such a way that would trigger the need for certification. Its purpose was not to educate nor provide disease-related content, but rather to act as a general corporate communication promoting GSK as a flagship British company and not any medicine.

On this basis, the advertisement fell outside the scope of materials that require certification under Clause 8.3. The advertisement was examined by a Global ABPI signatory.

### **Clause 26.1**

The complainant asserts that “emotive tag lines” such as ‘*every breath matters*’ and ‘*long-acting treatments to replace daily medications*’ **sound like** ‘*direct to patient marketing of drugs*’. However, the complainant does not specify any drug(s) being promoted to the public. This ambiguity highlights that the statements are not identifiable as advertising of any particular medicine.

The communication does not advertise or refer (directly or indirectly) to any prescription-only medicines. No brand name, international non-proprietary name (INN) nor claim is used about any specific medicine. The material is framed as a corporate advertisement, highlighting GSK’s heritage and ongoing investment in respiratory disease.

**Without specific reference to a particular medicine, the advertisement cannot constitute as advertising of a prescription only medicine to the public under Clause 26.1.**

### **Clause 26.2**

Clause 26.2 states: *Information about prescription only medicines which is made available to the public either directly or indirectly must be factual and presented in a balanced way. It must not raise unfounded hopes of successful treatment or be misleading with respect to the safety of the product. Statements must not be made for the purpose of encouraging members of the public to ask their health professional to prescribe a specific prescription only medicine.* The information provided in the Advertisement does not directly or indirectly refer to any prescription only medicine. The information is non-promotional, factual, balanced, and aspirational. It reflects GSK’s research and development focus areas (COPD, RSV, chronic cough, severe asthma).

The statement “*GSK is developing long-acting treatments to replace daily medications*” is not a product claim but an aspirational description of GSK’s research ambition to reduce treatment burden in these respiratory diseases. It does not instruct patients to stop, switch, or request specific medicines, nor does it suggest inferiority of existing therapies.

The statements “*Beating respiratory disease demands breath-taking innovation*”, “*every breath matters*” and “*Innovating for a future beyond symptom control and reversing previous lung damage*” are aspirational corporate vision statements; they do not create unfounded hopes of treatment success with any available medicine nor do they encourage members of the public to ask their health professionals to prescribe a specific prescription only medicine.

**Based on this GSK refutes a breach of Clause 26.2.**

### **Clause 5.1**

All statements are non-promotional and do not relate to any specific medicines. The statements highlight GSK's heritage and ongoing investment in respiratory disease:

- GSK has a long heritage in respiratory R&D.
- All statements highlight GSK's ambition and commitment to respiratory diseases.

**Based on this GSK refutes a breach of Clause 5.1.**

In summary, this aspirational corporate advertisement is devoid of product name or pointing, exaggeration, product comparisons, or product claims. It does not mislead or create ambiguity about current treatment options and availability. This Advertisement is a piece of corporate communication of our R&D positioning, not advertising of a prescription medicine. It does not reference a medicine, does not encourage patients to seek treatment, and is factually supported as part of GSK's respiratory history and vision.

GSK, therefore, respectfully submits that there are no breaches of Clauses 26.1, 26.2 or 5.1 of the 2024 ABPI Code of Practice.”

**PANEL RULING**

This case concerned a GSK sponsored advertisement which appeared at the beginning of a podcast episode aimed towards the general public with an interest in finance. The complainant alleged that the advertisement, which aired in August 2025, amounted to “direct to patient marketing” of GSK's medicines.

The title of the podcast related to speculation of tax rises in the UK. GSK submitted that it had purchased advertising space but that it had no editorial control over the podcast content.

The Panel noted that the allegations appeared to relate solely to the advertisement read out by the host at the start of the episode and therefore based its rulings on the content of the advertisement which stated:

“This episode is brought to you by GSK. Beating respiratory disease demands breath-taking innovation and GSK have been leading the charge for decades. For people with COPD, RSV, chronic cough or severe asthma every breath matters. That's why GSK is developing long-acting treatments to replace daily medications and change the course of disease. Innovating for a future beyond symptom control and reversing previous lung damage. They are uniting science, technology and talent to get ahead of disease together. Visit [gsk.com](https://www.gsk.com) to learn more.”

GSK submitted that the advertisement did not advertise or refer, directly or indirectly, to any prescription only medicines and that it was a general corporate communication highlighting GSK's heritage and ongoing investment in respiratory disease.

Promotion to the public

The Panel noted the complainant's allegation of “direct to patient marketing” related to the use of emotive language such as “every breath matters” and “long-acting treatments to replace daily medications”. The Panel further noted use of additional phrases including “change the course of

disease”, “innovating for a future beyond symptom control and reversing previous lung damage” and reference to “uniting science, technology and talent to get ahead of disease together”.

The Panel took into account the broad definition of promotion as set out in Clause 1.17 which defined promotion as “any activity undertaken by a pharmaceutical company or with its authority which promotes the administration, consumption, prescription, purchase, recommendation, sale, supply or use of its medicines”.

The Panel considered that, although the language was strongly aspirational and was clearly linked to GSK’s respiratory portfolio, the overall impression created was general corporate messaging about its products. The advertisement contained no reference, directly or indirectly, to any specific GSK medicine(s).

On the evidence and complaint before it, the Panel considered it had not been established that the advertisement promoted a prescription only medicine or medicines to the public in the circumstances of this case. The Panel ruled **no breach of Clause 26.1**.

The Panel noted that the case preparation manager had also asked GSK to respond to Clause 26.2 which stated:

“Information about prescription only medicines which is made available to the public either directly or indirectly must be factual and presented in a balanced way. It must not raise unfounded hopes of successful treatment or be misleading with respect to the safety of the product. Statements must not be made for the purpose of encouraging members of the public to ask their health professional to prescribe a specific prescription only medicine.”

The Panel considered there was no specific allegation in relation to this clause and it was not for the Panel to infer reasons or make out the case for the complainant. The Panel therefore ruled **no breach of Clause 26.2**.

#### High standards

Taking into account its rulings of no breaches of the Code above, and in the absence of any other allegations, evidence or factors, the Panel considered that the complainant had not established that GSK had failed to maintain high standards. The Panel therefore ruled **no breach of Clause 5.1**.

**Complaint received**      **27 August 2025**

**Case completed**        **20 March 2026**