CASE/0829/12/25 ***NO BREACH OF THE CODE***

COMPLAINANT v CHIESI

Allegations about a LinkedIn post and a press release

CASE SUMMARY

This case was in relation to a post on a corporate LinkedIn account and an associated press release, which was accessible via a link in the post. It was alleged that a term in the LinkedIn post was unqualified and that a phrase in the linked press release was inaccurate and that each was therefore misleading. It was further alleged that neither had been certified.

The outcome under the 2024 Code was:

No Breach of Clause 5.1	**Requirement to maintain high standards at all times**
No Breach of Clause 6.1	**Requirement that information/ claims/ comparisons must not be misleading**
No Breach of Clause 8.1	**Requirement to certify promotional material**
No Breach of Clause 8.3	**Requirement to certify non-promotional material**

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 about a LinkedIn post and press release published by Chiesi Limited from a contactable complainant who described themselves as a health professional.

COMPLAINT

The complaint wording is reproduced below with some typographical errors corrected:

> "A post on Chiesi UK LinkedIn is inaccurate. The post is addressed as follows; we are proud to have submitted the first product in our respiratory portfolio, utilising a next generation carbon minimal propellant to the UK medicines regulator, MHRA. This marks a significant milestone in our journey to become Net Zero by 2035. UK-CHI-2501128 | December 2025 It is important to note this standalone claim is factually incorrect as the product Chiesi refer to being submitted is Clenil which is available in 4 different strengths. It was only the 100 and 200 strengths which were submitted to the MHRA, the 50 and 250 strengths had not been submitted. As a result the claim that Chiesi are proud to have submitted their first product is unqualified as a standalone claim, considering not all available strengths had been submitted to the MHRA and this is not spelt out in the

LinkedIn post. This claim does not align to the requirements noted within informations, claims and comparisons section and is therefore a breach of clause 6.1 and clause 5.1 A quote within the press release related to this submission announcement (UK-CHI-2501117, December 2025) is also not accurate. “We are proud to be the market leader for inhaled respiratory therapies in the UK, driving solutions that benefit both patients and the planet". Inhaled respiratory therapies include SABA only therapies such as salbutamol and terbutaline. SABA only therapies are key respiratory inhaled therapy. Chiesi do not have any products or manufacture SABA only inhaled respiratory therapies in the UK so the claim market leadership for inhaled therapies and driving solutions cannot be substantiated as Chiesi do not not have products for all types of inhaled therapy in reference to SABA only therapies. This is a breach of clause 6.1 and 5.1. It is concerning that the accuracy of both the content in the LinkedIn post and the quote in the body of the press release were both inaccurate and had not been checked or reviewed carefully before submission to the wider audience. As inaccurate information has been disseminated to a significant audience base, this brings discredit to the industry and is a breach of clause 2. The LinkedIn post can be read at [URL provided]. The press release can be read at [URL provided].”

Further to correspondence with the case preparation manager, the complainant requested that the complaint be processed in relation to Clauses 6.1 and 5.1 and that Clause 2 could be removed.

When writing to Chiesi, the PMCPA asked it to consider the requirements of Clauses 6.1, 8.1, 8.3 and 5.1 of the 2024 Code.

CHIESI’S RESPONSE

The response from Chiesi is reproduced below:

“We write in response to your letter dated 19th December 2025 relating to a complaint you have received concerning allegations of misleading claims contained within a LinkedIn post and related press release.

We take alleged breaches of the ABPI Code of Practice (**Code**) seriously and are committed to addressing each of the allegations raised in the complaint in a thorough and constructive manner. On that basis, we have set out below our position in relation to the complaint and alleged breaches of Clauses 6.1, 8.1, 8.3 and 5.1.

1. **The Complaint**

The complainant, a contactable healthcare professional, alleges misleading claims contained within a LinkedIn Post (the **Post**), (UK-CHI-2501128) and the linked press release (the **Press Release**) (UK-CHI-2501117, the latter hosted on a Chiesi Limited (**Chiesi**) webpage [URL provided].

The complainant alleges that the Post is inaccurate. The Post states that Chiesi have submitted the first product in their respiratory portfolio using a next generation propellant to the UK medicines regulator, the MHRA. The complainant alleges this standalone claim is factually incorrect, as the product Chiesi refer to being submitted is Clenil which is available in four different strengths, and only the 100 and 200 strengths were submitted to the MHRA.

The complainant further alleges the Press Release contains a misleading claim where Chiesi states '*We are proud to be the market leader for inhaled respiratory therapies in the UK, driving solutions that benefit both patients and the planet*'. The complainant states that "*inhaled respiratory therapies include SABA only therapies [Short Acting Beta-agonists] such as salbutamol and terbutaline*" and therefore Chiesi is unable to substantiate the market leadership claim because Chiesi does not have a SABA within its respiratory portfolio.

The complainant alleges breaches of Clauses 6.1 and 5.1 relating to both the Post and the Press Release. Chiesi firmly refutes all allegations and denies that any breaches of the Code have occurred. Our detailed response is below.

2. PMCPA request for documentation and signatory details

The PMCPA has requested a copy of the approval certificate for the Post and the Press Release. In line with our procedures and the Code, both materials were approved by a medical signatory on an examination-only basis. As proactive information intended for the pharmaceutical media, the Press Release falls under Clause 26.2 (Supplementary Information – Information to the Public) and therefore required examination rather than certification under Clause 8.3. For this reason, no formal certification documentation was produced. However, the review and approval records for both the Post and the Press Release – completed within Chiesi's material management system, Veeva PromoMats – are provided. These records confirm that both materials were duly examined and approved by the appropriate Medical Signatory. [details of medical signatory provided]

As requested, copies of the Summaries of Product Characteristics for each of Clenil 100mcg and Clenil 200mcg are [provided].

3. Details of how the material was used and the target audience

The Post was posted on the Chiesi UK LinkedIn account.

The Press Release was linked within the Post and was housed on "Press Release" section of the Chiesi UK website: [URL provided].

To access the Press Release a user could either follow the link within the Post or click on the "Media, Press Release" section of the website: [URL provided]

The intended audience for the Post and the Press Release was the pharmaceutical media.
Following receipt of the complaint, and as a prudent step while we undertook a full internal review, the Post was deleted from the Chiesi UK LinkedIn account and the Press Release removed from the Chiesi UK website. These actions were taken out of an abundance of caution and do not indicate acceptance of any breach.

4. Response to the Allegations

(a) Claim Regarding MHRA Submission within a LinkedIn post

The complainant challenges the accuracy of the Post because it did not state that only two of the four Clenil strengths had been submitted to the MHRA for approval, thereby breaching the requirements of Clauses 6.1 and 5.1 of the Code. Chiesi firmly refutes this allegation.

The Post did **not** reference Clenil or any specific Chiesi product. Its wording simply announced the submission of the first product in Chiesi's respiratory portfolio using a next-generation propellant and directed readers to the full Press Release for further detail. It therefore made no-product specific claim to qualify.

The linked Press Release then goes on to clearly specify that the submission relates to Clenil® Modulite® (the brand name for Chiesi's beclomethasone product), **explicitly** stating that the variation submission was only for two strengths, 100mcg and 200mcg. This information appears prominently in the first bullet point at the top of the article, and is reiterated again in bold font in the opening paragraph. Any reader seeking to understand the nature and scope of the regulatory submission is therefore provided with clear, accurate information immediately via the link.

Clause 6.1 requires that information, claims and comparisons are not misleading. As the Post did not reference any product or make any product-specific statement, it cannot be misleading as regards Clenil as a whole or any individual strength. Its purpose was to signpost readers to the full press release for the detailed context. In the absence of any product mention, implication or claim within the Post itself, it cannot reasonably be interpreted as suggesting that all strengths of Clenil were included in the submission. Comprehensive and accurate information was immediately accessible through the accompanying link, ensuring full transparency for any reader seeking further detail.

As noted above, whilst Chiesi deleted the post as a cautionary step, Chiesi does not accept that the Post breaches the Code. Chiesi does not intend to reissue the Post: LinkedIn communications are inherently "in the moment" and designed to share timely news, and the original context and timing have now passed. Reposting it at this stage would not be appropriate and may cause confusion.

Accordingly, Chiesi maintains that the Post fully complies with the requirements of Clause 6.1. On this basis, Chiesi respectfully submits that no breach of Clause 6.1 has occurred, nor any consequent breach of Clause 5.1, and invites the Panel to rule the same.

(b) Market Leadership Statement within the Press Release

The complainant challenges the unqualified claim in the Press Release that Chiesi is the "*market leader for inhaled respiratory therapies in the UK, driving solutions that benefit both patients and the planet*," specifically on the basis that Chiesi does not have a SABA within its product range.

Chiesi does not accept the premise that market leadership requires participation in every therapeutic class within the market; rather, it is determined by overall performance within the defined market segment. A review of UK sales data as at 31 October 2025 (IQVIA, October 2025) for the inhaled respiratory medicine market confirms that Chiesi's respiratory portfolio represents [percentage provided] of the market, which is [percentage provided] higher than the next highest company. Chiesi's unit sales were [number

provided] out of the total market of [number provided] units. The next highest company had unit sales of [number provided]. On this basis, Chiesi is the market leader by unit sales.

These figures substantiate the market-leader element of the claim and demonstrate that it is neither inaccurate nor misleading for the purposes of Clause 6.1.

For completeness, Chiesi also notes the inclusion of the phrase “driving solutions that benefit both patients and the planet.” This wording is a general corporate purpose statement aligned with Chiesi’s established sustainability commitments and patient-centred mission. It does not constitute a comparative or product-specific claim, nor does it relate to the presence or absence of any particular therapeutic class, such as SABAs, within Chiesi’s portfolio. It therefore falls outside the scope of Clause 6.1 and cannot be misleading.

Therefore, Chiesi therefore refutes any breach of Clause 6.1 or any consequent breach of Clause 5.1 in relation to the Press Release claim.

Chiesi recognises, however, that the original Press Release did not include a footnote citing the supporting IQVIA reference for the market-leader claim. While the underlying data confirms the accuracy of the statement and its substantiation, we acknowledge that explicitly referencing the source would have enhanced transparency for readers unfamiliar with the dataset. In the spirit of continuous improvement and best practice, Chiesi has therefore updated the Press Release to include the appropriate citation and will re-issue it on or around the date of this letter. [Chiesi commented on the confidentiality of certain data]

Accordingly, Chiesi respectfully invites the Panel to find that no breach of Clauses 6.1 or 5.1 has occurred with reference to the Press Release.

(c) Review and certification requirements – Clauses 8.1 and 8.3

Although the complainant does not explicitly allege a breach of the Code’s review and certification requirements, the PMCPA has asked Chiesi to consider Clauses 8.1 and 8.3 in its response, and we therefore address them here.

As noted in section 2, both the Post and the Press Release were non-promotional materials intended for a pharmaceutical and healthcare media audience. In accordance with Chiesi’s internal SOPs for the creation, review and approval of materials and with the requirements of the Code, they were examined and approved by an appropriately qualified Medical Signatory prior to distribution. As proactive information for the public, the Press Release falls within the scope of Clause 26.2 (Information to the Public) and therefore required examination, not certification, as clarified in Clause 8.3 Supplementary Information.

The review and approval records evidencing this process are provided. Chiesi therefore maintains that the material was reviewed and approved appropriately, consistent with the requirements and intent of Clauses 8.1 and 8.3. Any suggestion that the content was not checked or carefully reviewed before publication is incorrect.

5. Conclusion

For the reasons set out above, Chiesi maintains that neither the LinkedIn Post nor the Press Release is misleading or inaccurate under Clause 6.1, and that Chiesi has upheld the high standards required by Clause 5.1 throughout. The market-leader statement in the Press Release is fully supported by contemporaneous IQVIA unit-sales data, and the Post made no misleading, inaccurate or product-specific claims.

With regard to Clauses 8.1 and 8.3, the Press Release was reviewed in accordance with Chiesi's internal SOPs for the creation, review and approval of materials and approved by an appropriately qualified Medical Signatory, meeting the Code's requirements.

Accordingly, Chiesi firmly asserts that there has been no breach of Clause 6.1, 5.1, 8.1 or 8.3 and respectfully invites the Panel to rule accordingly.

We trust that the evidence and rationale provided in this response address all points raised. Should the PMCPA require any further clarification or supporting documentation, we would be pleased to provide it."

PANEL RULING

This complaint related to a post on a corporate LinkedIn account and an associated press release, which was accessible via a link in the post. The LinkedIn post stated "News for media: We are proud to have submitted the first product in our respiratory portfolio, utilising a next generation carbon minimal propellant to the UK medicines regulator, MHRA. This marks a significant milestone in our journey to become Net Zero by 2035". The post continued "#News #Media" and was followed by "Find out more:" and a URL link to the press release. Beneath the URL link was an image of a leaf on a blurred background superimposed on which was text which read "Read our news update". Chiesi and the corporate logo appeared on the top left-hand side of the image and "air" and an associated logo appeared in the bottom right-hand corner.

The linked press release dated "8th December 2025" was titled "Chiesi Marks Key Net Zero Milestone with its First Carbon Minimal pMDI Product Submission to the MHRA for Clenil® Modulite® (beclometasone)". "Chiesi" and the corporate logo appeared in the top left-hand corner of the page, along with "PRESS RELEASE" in the top right-hand corner of the page.

The complainant alleged that the LinkedIn post was factually inaccurate because the product, Clenil (beclomethasone), submitted to the MHRA was available in four strengths, whereas only two of those strengths had been submitted with the carbon minimal propellant.

The complainant also alleged that the quote "We are proud to be the market leader for inhaled respiratory therapies in the UK, driving solutions that benefit both patients and the planet" within the press release associated with the LinkedIn post, was inaccurate as Chiesi did not have short-acting beta-agonist (SABA) products in its portfolio.

The complainant further alleged that the LinkedIn post and the press release had not been checked or reviewed carefully before submission to the wider audience.

The Panel noted that the LinkedIn post was dated December 2025 and the press release was dated 8 December 2025, the complaint was similarly received in December 2025. The Panel noted that relevant sections of the current PMCPA Social Media Guidance were dated February

2026 and thus post-dated the material at issue. The Panel bore in mind that many though not all parts of that guidance reflected long-established case precedent.

When considering this case, the Panel acknowledged that material had to be viewed in relation to the Code, guidance and case precedent that applied when the material was published and /or used. The Panel also noted that somewhat unusually for a social media complaint there was no direct allegation before the Panel about Clause 26 and positive interactions with the post including its dissemination.

The Panel considered that it was established case precedent that any material associated with a post, for example a link within a LinkedIn post, would normally be regarded as being part of that post.

LinkedIn Post

The Panel considered that although the LinkedIn post and press release were inextricably linked, the allegation concerned the narrow point of the acceptability of the LinkedIn post and Clause 6.1 in relation to those readers who did not click through to the associated press release where the product was identified and further information provided. Nor was the Panel required to consider the acceptability of the post for the general public.

The Panel acknowledged that the LinkedIn post was very general, referring to “the first product in our respiratory portfolio” as opposed to directly or indirectly mentioning a specific product and/or strengths. The Panel noted Chiesi’s submission that the post was intended to point readers to the detailed press release via the provided URL link. The Panel bore in mind that the corporate post, when considered in isolation, was not directed to an audience who might be familiar with the respiratory portfolio and/or who, in the absence of information to the contrary, might make assumptions about the meaning of the word “product” and its applicability to all strengths.

In the Panel’s view, the very general nature of the post and the unqualified use of the word “product” would not mislead a non-health professional audience, including the media to whom the post was directed that the statement applied to all strengths of an unidentified product within Chiesi’s respiratory portfolio as alleged. Those readers who clicked on the link to the press release were asked via a pop-up box to confirm whether they were journalists before clicking “Yes, I confirm” and accessing the press release which provided further details including, in the first paragraph, the relevant product strengths. Consequently, the Panel considered that the LinkedIn post was not misleading on the narrow point alleged, to those readers who did not click through to the associated press release and ruled **no breach of Clause 6.1**.

In relation to the LinkedIn post, the Panel was asked to consider whether Chiesi had failed to maintain high standards in relation to Clause 5.1. Having already determined that the post was not in breach of Clause 6.1 on the narrow ground alleged and, noting that the complaint did not raise additional reasons for the alleged breach of Clause 5.1, the Panel did not consider that the complainant had established that Chiesi had failed to maintain high standards in relation to the unqualified use of the term “product” and therefore ruled **no breach of Clause 5.1** in relation to the LinkedIn post.

Press release

The Panel was asked to consider the statement “We are proud to be the market leader for inhaled respiratory therapies in the UK, driving solutions that benefit both patients and the planet” which the complainant alleged was inaccurate because Chiesi did not have short-acting beta-agonist (SABA) products in its portfolio. The statement in question was a quotation from a very senior Chiesi employee and appeared in the fourth paragraph of the press release. The Panel noted that the phrase “market leader” also appeared in the second paragraph of the press release which began “Chiesi is the market leader for inhaled therapies for respiratory conditions in the UK and intends to replace the current propellant ….”.

The Panel bore in mind Chiesi’s submission that it does not accept the premise that market leadership requires participation in every therapeutic class within the market; rather, it is determined by overall performance within the defined market segment and the Panel also bore in mind Chiesi’s reference to UK sales data as of 31 October 2025 which Chiesi stated demonstrated that it is the market leader by unit sales.

In the Panel’s view, unless the press release stated clearly to the contrary, the intended audience, the media, would reasonably assume that market leadership referred to overall percentage share of the inhaled respiratory market by unit sales rather than implying that Chiesi had a product within each therapy class of the inhaled therapy market as alleged. Although the Panel considered that it would have been helpful to have cited a reference to this data within the press release, they did not consider that the statement in question was misleading as a result of Chiesi not having a SABA in its portfolio and **ruled no breach of Clause 6.1**.

In relation to the press release the Panel noted that the complainant cited no additional reasons for the alleged breach of Clause 5.1. The Panel noted its ruling of no breach of Clause 6.1 regarding the market leadership claim, which the Panel did not consider implied that Chiesi had a product within each class of the inhaled therapy market. The Panel considered that the complainant had not established that Chiesi had failed to maintain high standards and therefore **ruled no breach of Clause 5.1** in relation to the press release.

Review and certification requirements

The Panel considered the allegation that neither the LinkedIn post nor the press release had been checked or reviewed carefully before submission to a wider audience. Chiesi had been asked to respond to the requirements of Clause 8.1 and Clause 8.3 which applied to the certification of promotional material and certain non-promotional material respectively. The complainant had not alleged that the material was promotional and had submitted no detailed argument in this regard. The complainant had failed to provide any evidence to support this allegation and as such, the Panel concluded that the complainant had failed to discharge their burden of proof. The Panel accordingly ruled **no breach of Clause 8.1**.

The Panel further bore in mind the Supplementary Information to Clause 8.3 *“Examination of Other Material”* which stated material issued by a company which is not required to be certified under the Code should be examined to ensure that it does not contravene the Code.

The Panel did not consider that the post and linked press release sat within any of the categories of non-promotional material that required certification as set out in Clause 8.3. The Panel further noted that the materials had been examined in accordance with the relevant supplementary information and therefore ruled **no breach of Clause 8.3**.

Complaint received	**16 December 2025**
Case completed	**20 August 2026**