

CASE AUTH/3306/2/20

COMPLAINANT v NAPP

Use of the word 'new'

A complainant who described him/herself as a concerned UK health professional, complained that on a webpage (downloaded 6 February 2020), Napp Pharmaceuticals Limited described Nyxoid (intranasal naloxone spray) as 'a new option' for treating overdose. The complainant noted that Nyxoid had been on the market for more than 12 months.

The detailed response from Napp is given below.

The Panel noted that the word 'new' must not be used to describe any product or presentation which had been generally available for more than twelve months in the UK.

The Panel noted that, as acknowledged by Napp, Nyxoid was described on the website as 'a new option' on 6 February 2020 despite the medicine having been available for more than 12 months and a breach of the Code was ruled.

A complainant who described him/herself as a concerned UK health professional, complained about the description of Nyxoid (intranasal naloxone spray) by Napp Pharmaceuticals Limited.

Nyxoid was indicated for immediate administration as emergency therapy for known or suspected opioid overdose in adults and adolescents over 14 years of age.

COMPLAINT

The complainant drew attention to the website napp.co.uk/overdose-therapy and provided a downloaded copy (6 February 2020) of the page at issue which described Nyxoid as 'a new option' for treating overdose. The complainant noted that Nyxoid had been on the market for more than 12 months.

When writing to Napp, the Authority asked it to consider the requirements of Clause 7.11 of the Code.

RESPONSE

Napp noted that the page in question was on its corporate website as general product information. The company apologised that Nyxoid was still referred to as 'a new option'. This was an oversight and it was not the company's intention to refer to Nyxoid as 'new' for more than 12 months after it was introduced. Once the complaint was brought to Napp's attention, the section at issue was removed from the Nyxoid page of the website and the required changes made in line with Clause 7.11. Napp acknowledged a breach of that clause.

PANEL RULING

The Panel noted that Clause 7.11 stated that the word 'new' must not be used, among other things, to describe any product or presentation which had been generally available for more than twelve months in the UK.

The Panel noted that, as acknowledged by Napp, Nyxoid was described on the corporate website as 'a new option' on 6 February 2020 despite the medicine having been available for more than 12 months. A breach of Clause 7.11 was ruled.

Complaint received 6 February 2020

Case completed 9 April 2020