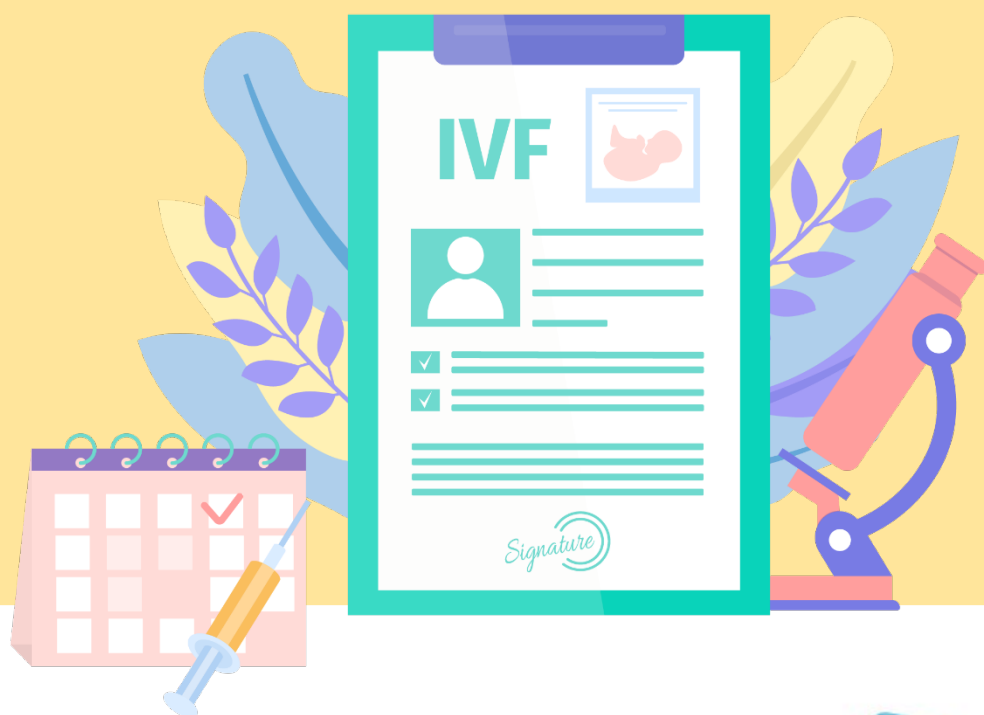


Fertility treatment: A guide to your consumer rights

The Competition and Markets Authority (CMA) has produced this guide to help you understand what your main consumer law rights are at the different stages of considering and undergoing fertility treatment.

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Introduction

Your consumer rights

When you buy and undergo fertility treatment, it is important that you know that you are a consumer as well as a patient. You have the same consumer protections and rights as you do when buying a product or service from other types of businesses.

The Competition and Markets Authority (CMA) has produced this guide to help you understand your consumer law rights when you are:

- Researching clinics and treatments.
- Deciding whether to buy fertility treatment and which treatment options to choose.
- Undergoing treatment and may need to make decisions about proposed changes to your agreed treatment.

This guide primarily focuses on your consumer relationship with the clinic providing your fertility treatment. You may be considering using, or have consumer relationships with, other businesses, such as sperm banks, pharmacies, complementary therapists or multi-cycle providers of fertility treatment.

Please note that this guide sets out the CMA's views of your consumer law rights but only a court can decide if there has been a breach of consumer law, based on the relevant individual circumstances.

As well as producing this guide for patients, we've also published [guidance for clinics, to help them understand and comply with their consumer law obligations](#). If they don't comply, they could face action.

Under consumer law:

- Clinics should provide you with the information you need, at the time that you need it, to make informed decisions about whether to buy fertility treatment and if so, which treatment options to choose.
- All information provided by a clinic and its staff, whether this is verbally, visually or in writing, should be clear and truthful. It should not be presented in a way that could mislead.
- Clinics should not engage in unfair business practices.
- Clinics should ensure that their contract terms are fair and transparent.

Sector regulation

As a patient, you are also protected by the Human Fertilisation and Embryology Authority ([HFEA](#)), the sector regulator for licensed fertility treatment in the UK.

The HFEA publishes a [code of practice for clinics](#). This code includes what the HFEA expects of clinics when they are providing information to patients about success rates and the costs of treatment.

For more information on the HFEA and their code of practice for clinics, visit the HFEA website.

Information covered in this guide

From our published patient [research](#), we know that the 4 main factors that influenced most patients' decision when they chose a fertility clinic were:

- Location of the clinic.
- Success rates of the clinic.
- Price of treatment.
- Positive impression of the clinic and its staff.

This guide covers your main consumer law rights in relation to the location of the clinic, success rates and the price of treatment. It also covers the important issues of contract terms and complaints handling, where our research with patients and engagement with clinics identified a lack of awareness of consumer law.

This guide also includes information about your rights if you're having treatment overseas.

It also sets out where to go to seek advice, or [report concerns, if you think a clinic or any other fertility business, has not complied with sector regulation or consumer law](#).

Researching clinic and treatment options



Advertising and price

Clinics' advertised prices

Some clinics may advertise headline prices for fertility treatment that look attractive at first glance, but they may not include all the essential elements of treatment that will be needed, or that are likely to be needed.

Once these are added in, the price of treatment may be significantly more expensive than the advertised headline price.

To comply with consumer law, clinics should not be advertising misleadingly low headline prices to attract patients.

Comparing advertised prices

If the price of treatment is important to you, you may wish to compare clinics' prices before you shortlist any for a visit or book a consultation.

Clinics advertise and display their pricing information in different ways and include different things in the headline prices they advertise. For example, a clinic may advertise a package price for a fresh or frozen cycle of IVF. Whereas another may provide an itemised price list for each individual aspect of a treatment cycle, along with

information about what this typically involves. This can make comparing prices difficult, and you may not be comparing like-for-like.

When comparing prices, check to see what clinics say is included or excluded in any advertised package price(s). If the clinic has an itemised price list instead of a package price, we would expect them to indicate what the essential elements of treatment are for all patients.

Clinics should also set out whether there is anything they know you will need to pay for on top of the advertised package price, for example, medication.

The list below sets out the types of things that might be included by clinics in their advertised package prices for a fresh cycle of IVF. This may help you compare the prices of clinics or help you work out the likely total package price if a clinic advertises an itemised price list instead.

- Blood tests, including viral screening blood tests.
- Cycle monitoring scans.
- Medication. If not included, a cost range may be advertised that sets out the minimum and maximum amount that you may need to pay for medication on top of a cycle price.
- The costs associated with egg collection, including sedation/anaesthetist fees.
- Embryology costs. This may include blastocyst culture and/or time lapse imaging too, or these may be additional costs.
- The cost of the embryo transfer.
- The cost of freezing and storage of any surplus embryos.
- An early pregnancy scan.
- A follow up consultation if treatment is unsuccessful.
- Counselling (fertility law, overseen by the HFEA, requires that clinics offer patients access to counselling, but this may be offered at additional cost and there are no rules about how much counselling has to be offered, so what patients are offered by clinics can vary).

We know from our patient research that patients can feel uncomfortable raising issues about price. To comply with consumer law, clinics should be making clear what essential elements of treatment are included, or not included, in any advertised prices. For example, whether the advertised price includes medication or whether this will be an additional charge. So, if clinics aren't making this clear, do not feel uncomfortable about asking them to clarify this.

You may already know that you will need other treatments or services, for example

ICSI, donor IVF or surrogacy with IVF, in which case there will be other price information that is important for you. If this isn't provided upfront, as it should be under consumer law, ask for this information before you shortlist clinics.

Advertised costs for medication

Medication costs can be substantial, and costs can vary significantly between patients. The medication that you need will depend on your medical circumstances and the treatment options you choose.

When you are researching clinics, you may find that they advertise a range of costs for medication. Although it is only a range, under consumer law, that range should still provide you with truthful information about what the range of medication costs are at that clinic. This will help you to know what the maximum cost for medication might be. This may help you compare prices and stop you from being surprised later on when you are provided with firmer information about what the actual likely cost will be for you if you decide to proceed with that clinic.

When you are discussing and agreeing your treatment options with the clinic, they will be able to be more specific about the medication you will need to take and the costs involved.

Advertising of treatment add-ons

Some clinics may advertise what are commonly referred to in the sector as 'treatment add-ons'. These may also get mentioned in online forums.

Treatment add-ons are described in different ways, for example, as extra optional treatments, tests, surgical procedures or new treatments or products (such as embryo glue, PGT-A (previously known as preimplantation genetic screening or PGS), endometrial scratch or equipment (such as time-lapse incubators). They may be advertised by clinics as benefitting patients in different ways, for example clinics may say the add-on may improve the chances of a live birth or reduce the risk of a miscarriage.

Unless you are taking part in a free clinical trial, treatment add-ons are often charged for separately. The costs vary between a few hundred to a few thousand pounds, depending on the add-on, which could add significantly to the overall cost of your treatment.

Some clinics may offer many treatment add-ons, some may not offer any and some clinics may include certain add-ons with their treatment package price.

There are very different views, even amongst clinicians, about the benefits of most treatment add-ons, and the evidence to support the safety and effectiveness of add-ons can be variable and contradictory.

If clinics are advertising treatment add-ons then, under consumer law, they should provide information about:

- The price.
- Why such treatments might benefit patients (or some patients).
- The risks that may be involved with certain treatment add-ons.
- The evidence basis for such treatments.
- The HFEA information on add-ons.

The [HFEA website](#) has information about some treatment add-ons, which includes any risks associated with the add-on and the evidence as to whether these add-ons are safe and effective.

Advertising of complementary treatments

We've been told by patient groups that they've seen an increase in the amount and range of complementary treatments being advertised to fertility patients. These may be advertised and sold to patients by clinics as part of their fertility treatment or they may be bought separately by patients directly from businesses offering complementary treatments.

Complementary treatments are also referred to as holistic, alternative treatment or therapies. They include acupuncture, reflexology, hypnotherapy, aromatherapy, yoga, fertility coaches and nutritional supplements.

Under consumer law, all businesses advertising and selling the benefits of complementary treatments to fertility patients should ensure their advertising, marketing and information is clear, truthful and not misleading. Businesses might mislead by what they say or by what they don't say. For example, un evidenced claims that such treatments will increase the chances of getting pregnant are likely to be a breach of consumer law.

If you are considering purchasing such treatments, then you may wish to seek the opinion of your GP or your clinic.

For further information, visit the NHS's [complementary and alternative medicines](#) webpage or the HFEA's [Complementary and alternative therapies](#) webpage.

Success rates



We know from our patient research and from patient groups, that some people attach a great deal of importance to clinics' advertised success rates when they're considering buying fertility treatment. Clinics know this and so many feature this information prominently on their websites and in other marketing materials.

Comparing success rates

When comparing clinics' success rates, it's important to bear in mind that some clinics may treat patients whose chances of success are lower than others. For example, patients who have had unsuccessful treatment in the past, or patients with lower levels of ovarian reserve. So lower success rates are not necessarily an indication of a clinic performing less well than other clinics.

If you are going to consider the success rates of clinics you may find the HFEA's [Choose a Fertility Clinic webpage](#) helpful. Here, you can search for a clinic by name or by location to find clinics near you. Your search results will show you information about the clinics, including their success rates for IVF and ICSI treatment, and how their rates compare to the national average. This information is displayed by the HFEA in a standard way, making it possible for you to compare clinics. You can view each clinic's success rates for broad age ranges or for narrower age ranges by accessing the link provided to the detailed statistics.

Success rates advertised by clinics

Some clinics make bold claims, such as ‘Guaranteed Baby’ or that they are ‘the most successful clinic in London’ or are ‘No 1 in the UK for success rates’. Others may deliberately ‘cherry pick’ which success rates they advertise to make their results seem better than they are by, for example:

- Advertising the success rates of a particularly successful year, rather than showing their latest success rates, which are more likely to be a reflection of their current treatment protocols.
- Advertising or giving prominence to the results of selected patients, for example, those that have had blastocyst transfers whose success results tend to be higher, in a way that suggests such rates are common for all patients.
- When the clinic is part of a group, only advertising the success rate of the clinic with the most favourable results in the group, in a way that suggests such rates are common across all the clinics in the group.

It is misleading and likely to be a breach of consumer law for clinics to give the impression that their success rates are better than they are.

Understanding clinics’ success rate measures

Clinics advertise their success rates in different ways and it’s not always easy to understand the differences between the success rate measures that clinics use.

For example, some clinics give prominence to success rates based on different points in a patient’s treatment cycle, for example some base their success rates on outcomes ‘per cycle started’, and others on ‘per embryo transfer’ or ‘per embryo transferred’.

While some clinics give greater prominence to ‘live birth’ rates others focus on ‘clinical pregnancy’ rates, or ‘pregnancy rates’. Clinics also often publish a number of different measures, in doing so, they may give prominence to one set of measures over others, perhaps because they appear to be the most successful.

It may not be clear to you what some of these measures are, so we have provided explanations for some of them below, followed by an example of how different measures can result in different success statistics:

- 'Live birth rate per cycle started' refers to the percentage of all treatment cycles started where patients went on to have a baby.
- 'Live birth rate per embryo transfer' refers to the percentage of embryo transfer procedures which resulted in a baby. An embryo transfer procedure usually involves transferring 1 or 2 embryos, depending on embryo quality and patient age. Not all cycles started will result in an embryo transfer, and so the cycles which did not make it to embryo transfer stage will not be included in this measure. This is likely to mean that this measure will indicate a higher live birth rate when compared with 'live birth rate per cycle started'.
- 'Births per embryo transferred' may on first glance seem the same as the one above, but there is a difference. This measure, as used by the HFEA, gives the percentage of births (counted as 1 birth even when 2 or more babies are born) which resulted from the total number of embryos transferred. This is the preferred metric of the HFEA, who want to reduce the number of IVF cycles which result in multiple births, as these can be riskier for patients and their babies. This measure will almost always be lower than live birth rates per embryo transfer – see illustration below.
- 'Clinical pregnancy' rates (for example 'clinical pregnancy per cycle started' or 'clinical pregnancy per embryo transfer') set out the percentage of cycles started or embryo transfers in which the clinic confirms there is a foetal heartbeat and viable pregnancy by an ultrasound scan (usually performed between six to eight weeks of pregnancy). Sadly, some of these pregnancies may ultimately not result in a live birth. This means clinical pregnancy rates tend to be higher than live birth rates.
- 'Pregnancy rates' (for example 'pregnancy rate per embryo transfer') includes all patients who have had a positive pregnancy test, irrespective of whether the pregnancy is viable at the early ultrasound scan. These rates are highly likely to be unrealistic indicators of success compared to clinical pregnancy rates and live birth rates.

This is an example of how different measures can result in different success statistics for clinical pregnancies and live births. This example is based on the same 100 treatment cycles started, where there were 98 embryo transfer procedures and 118 embryos transferred.

Number of clinical pregnancies	46	Measure clinical pregnancy rate per cycle started	46% (46/100)
Number of clinical pregnancies	46	Measure clinical pregnancy rate per embryo transfer	47% (46/98)
Number of clinical pregnancies	46	Measure clinical pregnancy rate per embryo transferred	39% (46/118)
Number of live births	35	Measure live birth rate per cycle started	35% (35/100)
Number of live births	35	Measure live birth rate per embryo transfer	36% (35/98)
Number of live births	35 (includes 1 set of twins counted as 1 birth per embryo transferred)	Measure live birth rate per embryo transferred	29% (34/118)

Advertising the location of treatment

CMA patient research showed that most patients wanted to have treatment at a clinic at a convenient location for them. A clinic should make clear in its advertising where treatment will take place.

Some clinics may choose to work in partnership with others, which could mean your treatment, or parts of your treatment, may take place at a different location or clinic, either in the UK or overseas. Consumer law requires that clinics inform you about such arrangements, which can arise where clinics:

- Want to offer patients the opportunity to have certain treatments/procedures at a clinic that is more local and convenient for them;
- Use another clinic to provide donor services, if required, or use another clinic to carry out the procedures they are not licensed to do; and
- Use another business to provide longer term services to patients, for example, for storing frozen sperm, eggs or embryos.

Consultation and diagnostic tests



After researching clinics, we expect that you may wish to visit a clinic or a few shortlisted clinics to gain an impression of the clinic and its staff. This may then lead you to book a consultation with one of these clinics, during which you will have diagnostic tests, the results of which will inform your treatment options.

Before you enter into a contract for any consultation and diagnostic tests, we expect the clinic to provide you with information about:

- What tests and scans you will be having, along with the costs for these and the consultation itself.
- The possibility that you may require more in-depth diagnostic tests and scans, depending on your initial results.
- If they will accept the results of any recent fertility and screening tests you may have had done elsewhere.
- If there are any charges for cancelling or re-arranging your consultation appointment.

Some patients may enter into a contract for the consultation and diagnostic tests away from the clinic's premises. You might for example, have entered into a contract:

- 'At a distance' - where there has been no 'in person' contact (for example, contact may have been over the phone or online); or
- 'Off premises' - for example, when you're with a clinic representative but not at the clinic, for example, at a trade show.

In these circumstances, you have a consumer law right to a cooling off period. This means you can cancel the contract before the end of a 14-day cancellation period without charge. However, this wouldn't apply where you have asked for the consultation and diagnostic tests to start before the end of the 14-day period and your clinic has clearly told you that doing so will mean you lose your cancellation rights.

Deciding whether to buy fertility treatment and which treatment options to choose

Now that the clinic has the results of your diagnostic tests it should provide you with information about:

- Your chances of success – for example whether your test results mean that your chances of success are in line with the relevant average success rates (e.g. for someone of your age) or whether they are better or worse.
- Your treatment options and costs – including medication and, if relevant, treatment add-ons.

Medication costs



Before agreeing to treatment, we'd expect the clinic to inform you if you can purchase your medication elsewhere and, if so, whether they will charge to write you a private prescription and how much it would cost. It may be cheaper for you to buy medication on prescription from high street or supermarket pharmacies. On the other hand, it may be more convenient if the clinic organises your medication, especially in circumstances where it may need to be obtained at short notice.

As well as the cost for the medication, and possibly the cost for a private prescription, you may also need to purchase consumables, such as needles and syringes, and pay delivery charges too. Information about such costs should be provided to you in advance of any decision to buy.

Considering whether to buy treatment add-ons

When you are discussing your treatment options with your clinic they may offer you treatment add-ons (or you might request them). The clinic should let you know before you make any decision about whether to buy them:

- What the potential benefits might be for you in having that add-on.
- The cost of the add-ons.
- What the evidence base is for the add-ons.
- Whether there are any risks associated with the add-ons.
- About the [HFEA information](#) on add-ons.

Clinics should not provide false or misleading information about treatment add-ons. This includes any claims that a treatment add-on will increase the chances of having a baby when this is not the case or it is not known whether this is the case.

Considering whether to buy a multi-cycle, unlimited cycle or refund programme

When considering your treatment options, you may consider buying what are commonly referred to as a multi-cycle, unlimited cycle or refund programmes.

The multi-cycle (usually two or three cycles) and unlimited cycle programmes typically offer patients the chance to buy multiple cycles of treatment for a fixed, discounted price.

With refund programmes, if you don't have a baby you can claim a refund for some or all of your treatment costs. The amount of any refund will vary between programmes and clinics.

After the patient has completed the number of cycles included in the programme, or if they have a baby from one of the cycles, the programme will usually be considered to have been completed.

So, for example, if you have a baby after your first cycle of treatment, we wouldn't normally expect you to be entitled to any further treatment, or to receive a refund for those cycles not used. This means you may end up paying more when you purchase a multi-cycle, unlimited cycle or refund programme and don't require all of the cycles included in the programme, than you would have done if you had purchased the same number of individual cycles of treatment. However, a multi-cycle, unlimited cycle or refund programme can also mean you end up paying less overall.

These programmes may be offered directly by a clinic or through a third-party provider who partners with different clinics.

Before you agree to buy, the provider of the programme should give you clear and truthful information about how these programmes will work. You may find some of this information in the terms provided to you by the clinic or the third-party provider. We'd expect you to be told about things including:

- The eligibility criteria for being accepted onto a programme, for example, details about any age or test result parameters that may apply.
- If a medical review or screening tests are needed, and if so the cost of these.
- The treatments that are included in the fee for the programme and if you will need to pay for anything extra, for example, medication, tests or scans or additional treatments recommended by the clinic.
- The clinics where treatment can take place.
- What is classed as a 'success' of the programme, for example, a live birth or a clinical pregnancy.
- What happens if you get pregnant naturally during the programme.
- What happens if you leave the programme, including if you're able to get a refund and how that refund is calculated.
- Where relevant, any time limits for completing the programme.
- What happens if you can't continue with the programme for medical reasons, or if you want to change clinics part way through the programme.
- If the treatment involves donor eggs, whether you will be required to travel to an overseas clinic and whether this will incur additional costs.

[Discounted treatment if you share your eggs](#)

When discussing your treatment options, a clinic may offer you discounted treatment if you donate and share your eggs.

Egg-sharing is when a patient donates some of their eggs to the clinic where they're having fertility treatment, usually in return for some free or discounted treatment. Before you decide if this is the right option for you, it's important the clinic gives you

clear and truthful information about how the egg-sharing arrangements will work before you buy. You may find some of this information in the terms provided to you by the clinic. We'd expect you to be told about things including:

- The cost of the discounted treatment and what this includes along with information about anything else that will be needed on top of this that is not included, for example, medication costs.
- The length of the waiting list for treatment.
- If there is a minimum number of eggs required in order for the egg-sharing arrangement to proceed.
- What happens if the minimum number of eggs required are not produced.
- How the eggs will be shared between the patient and donor recipient.
- What happens if you or the recipient has a change of mind after treatment has started.
- What impact the egg-sharing arrangement may have on your own chances of success from that cycle.

For more information about egg-sharing, including details about what the HFEA requires clinics to do, visit the [HFEA's egg-sharing](#) webpage.

Agreeing treatment and costs

After having discussed your treatment options with your clinic, you may wish to proceed. Before signing up for treatment, we would expect the clinic to provide you with written information about:

- What treatment you will be having, the location of treatment and the price.
- Your initial medication and costs (this is known as your 'protocol').
- The circumstances in which changes may become necessary to your agreed treatment and the potential cost implications of this (for example, it is not uncommon for medication levels to be changed due to how patients respond to treatment).
- The reasonably foreseeable circumstances in which you may need additional treatments and services which will increase the costs. For example, if the sperm sample is sub-optimal on the day of egg collection, ICSI may be needed, or if you fall pregnant, some clinics offer additional chargeable blood tests to monitor hormone levels.

Agreeing the contract

If you decide to proceed with treatment, we would expect the clinic to provide you with a copy of the contract terms with enough time for you to read and consider them **before** you agree to treatment and enter into a contract. These terms must be:

- **Transparent** – meaning the terms are clear and easy for you to understand (an example of not being clear and easy to understand would be a term that contains legal jargon).
- **Fair** – meaning the terms should not put you at an unfair disadvantage (an example of an unfair term would be one that allows the clinic to make whatever changes it wants to the contract).

A clinic should also take extra steps to bring important or surprising terms to your attention. This might include any terms that cover:

- The circumstances where the clinic may change the agreed treatment and/or price after the contract has been agreed.
- With price variation terms, the method of calculating the price change so you can foresee and consider the practical implications.
- Whether and why any aspects of your treatment might be performed by a third party at a different location.
- With a multi-cycle, unlimited cycle or refund programme, if treatment has to be completed within a set time frame.
- The clinic's refund policies that set out the circumstances in which a refund may be due and the amounts to be refunded.

Undergoing treatment



Having agreed the treatment you will be having and the price, your treatment begins.

Changes to your agreed treatment

Once treatment is underway your treatment may need to change, for example because of how you respond to medication.

Under consumer law, changes to your treatment and cost should normally be discussed and agreed with you first. Before you agree to any changes, the clinic should tell you:

- Why and how the agreed treatment needs to change.
- Any cost implications associated with any changes.
- If applicable, any longer-term costs going forward, for example, for embryo storage or, if embryo freezing is recommended, for a frozen embryo transfer.
- Whether there are any particular risks associated with the treatment changes.

Sometimes, for genuine medical reasons, it may be necessary for clinics to make decisions about changing a patient's treatment at short notice. Clinics may seek consent to certain more common changes in advance. For example, asking a patient to agree to ICSI if the sperm sample taken on the day of egg collection is sub-optimal.

It's also possible that you will need to buy more medication on top of your initial prescription, for example, as a result of your baseline test results at the start of your treatment cycle or if you do not respond as expected to the medication.

Under consumer law, we would expect the clinic to have told you about this possibility and to have given an indication of how much extra this could cost you, so it should not come as a surprise. You may also need to buy further medication if you get pregnant. Again, the clinic should have made this clear before you agreed to treatment and indicated what the cost of this would be.

We do not think clinics should try to sell you add-on treatments after your treatment has been agreed and started and where there has been no change in your medical circumstances. We consider that introducing additional and non-essential treatments at such a late stage, at a time when patients may be feeling more anxious as treatment is about to start or is underway, is likely to be an unfair commercial practice.

Changes to your agreed price when your treatment hasn't changed

We consider that any terms that give a clinic a wide discretion to change the agreed price of your treatment, when there has been no change in your treatment, are likely to be unfair under consumer law. These terms are referred to as price variation terms.

Examples of potentially unfair price variation terms are:

- *'Prices are correct as of DD/MM/YYYY but are subject to variation and review without notice'*
- *'Prices may be subject to change'*
- *'Any price increases will be reasonable'*

Price variation terms are more likely to be fair if your contract with the clinic covers a long period of time. For example, if you are paying for long term frozen egg or embryo storage.

They are also more likely to be fair where your clinic clearly sets out to you the circumstances and reasons for any future price increases, along with an indication of how much that increase would be.

We would expect the clinic to also provide you with advance written notice of any change in the price before it takes effect. This will allow you to avoid the price

increase if you wish to do so, for example by moving your eggs to an alternative location.

Cancellation and refund rights



Before you commit to having treatment, it is important that the clinic clearly sets out in its terms what your cancellation and refund rights are.

The circumstances in which you may receive a refund, and the amount of any refund will depend on a range of factors. This includes:

- What you are buying e.g. single cycle, multi-cycle, refund programme etc.
- Whether the clinic has provided some of the treatment before the contract is cancelled.
- If you cancelled the contract.
- If the clinic cancelled the contract.

If you cancel the contract

Under consumer law, where you cancel the contract, the clinic's terms on cancellation and refunds are more likely to be fair where they reflect an amount intended to cover

the clinic's actual losses resulting directly from the cancellation. An example of a potentially unfair cancellation term would be:

'Where you cancel the contract, you will not be entitled, under any circumstances, to any refund in respect of any sums you have paid in advance.'

If the clinic cancels the contract

Where the clinic cancels the contract and none of the treatment has been provided, we consider that consumer law will generally mean you should receive a refund for any pre-payments or avoid future payments where treatment is paid for in arrears.

Where the clinic cancels the contract after providing some, but not all, of the treatment, we would expect you to receive, as a minimum, a full refund for any treatment or services that have not been provided. In some circumstances, especially where the reason for cancellation is within a clinic's direct control, you may also be due a refund for treatments provided and paid for prior to the clinic cancelling. This could arise, for example, where you have obtained no significant benefit under the contract and have to repeat and pay again for the treatments provided prior to cancellation. You should not be out of pocket when a clinic cancels a contract and your situation has not changed.

Refunds in other circumstances

You may be due a refund in other circumstances, for example where you have paid a set price for a cycle of treatment but you are unable to continue with treatment once it has started due to health concerns or where you don't respond to medication as expected.

In such circumstances, terms about whether patients will receive a refund, and the amount of any refund, will vary between clinics. This information should be clearly set out in the clinic's refund policy. At a minimum, we would expect the clinic to provide a partial refund where the treatment cycle stops before an egg collection procedure takes place. This is because there are likely to be significant cost savings for the clinic as a result of parts of the treatment cycle not being provided.

In addition to the above, where you've purchased add-on treatments or additional services, such as storage, that are not included in the clinic's set price for a cycle of treatment, and these haven't been provided, we would expect the full cost of these to be refunded to you.

Multi-cycle programme refunds

On multi-cycle programmes, if the terms say there will be no refund for any unused cycles because you've given birth as a result of one of the cycles included in the programme, then we are unlikely to consider those terms to be unfair under consumer law, as long as this refund policy had been made clear to you at the outset.

But, we would expect you to receive a refund for any add-on treatments or additional services, for example storage, where you've purchased these in addition to the multi-cycle package and these have not been provided by the clinic.

Undergoing treatment overseas



If some of your treatment is taking place overseas or with a clinic based overseas, then you may not have the same consumer rights as you would if all your treatment was taking place in the UK. The rights you do have will depend on a number of things, such as:

- Where you are having the treatment.

- How much of your treatment (including your consultations) is happening in the UK.
- The consumer laws in the country where the clinic is based or where you are having treatment. While these are likely to be similar in the EU, elsewhere they might be quite different and provide less protection than UK consumer law.

However, where clinics are carrying out activities in the UK, even if the clinic is based overseas, then UK consumer law is still relevant. For example, if a foreign clinic advertises its services specifically to consumers in the UK (which it could do by participating in a trade show in the UK, engaging in a UK social media campaign or using a UK based website to advertise its services), it's the clinic's responsibility to ensure their marketing complies with UK consumer law, even if the treatment itself takes place overseas. If they don't, a complaint can be made to the Advertising Standards Authority (ASA) and they will consider what enforcement action it might be appropriate to take.

For more information about having fertility treatment overseas visit: [HFEA - Fertility treatment abroad](#). The Fertility Network UK also has a fact sheet for patients about [overseas treatment](#).

Raising concerns or complaints to your clinic



Many patients, including those whose treatment has been unsuccessful, are satisfied with their clinic and the treatment they received. However, some are not satisfied.

From our research, we've heard that patients can feel uncomfortable about raising concerns or complaints with their clinic, especially if their treatment is underway.

We would expect a clinic's complaints handling policy to be provided in writing and easy to find, understand and use. It shouldn't discourage you from making a complaint or from escalating it if you're unhappy with how it has been dealt with. So, if you're unhappy with your clinic or think your clinic may not have complied with consumer law, please do not be put off from raising this with the clinic. If you can't find the clinic's complaints policy, you are entitled to ask them for it.

The HFEA's [code of practice](#) also requires that clinics ensure their staff treat all complaints seriously, show the complainant due respect and do not deter people from making formal complaints.

A clinic's complaints handling policy may enable you to refer your complaint to a third party if you are dissatisfied with the clinic's response. Some clinics may subscribe to The Independent Sector Complaints Adjudication Service (ISCAS), an independent adjudicator of complaints for the private healthcare sector.

Seeking advice

If you're unsure about whether a clinic or any other fertility related business has complied with consumer law, or want advice on your consumer law rights, you can contact your [local consumer advice organisation](#). These organisations can refer a complaint about compliance with consumer law to local Trading Standards Officers who may then investigate on your behalf.

How can I report my concerns to the relevant regulators?

Advertising Standards Authority (ASA)

If you wish to complain to the ASA about advertising and marketing, [ASA make a complaint](#) will have further information.

Human Fertilisation and Embryo Authority (HFEA)

If you wish to make a complaint about a clinic licensed with HFEA, [HFEA's making a complaint about a fertility clinic](#) will have further information.

General Medical Council

If you wish to raise a concern about a doctor, the GMC's [Raise a concern about a doctor](#) will have further information.

Competition and Markets Authority (CMA)

If you have concerns that a clinic may not have complied with their consumer law obligations, then you can report those concerns to the CMA by e-mail at:

ConsumerLawIVFTeam@cma.gov.uk

Information you provide to us will be used to provide intelligence on potential problems. It may also help us to determine whether any action by the CMA, or another enforcer, is necessary to address breaches of consumer law.

For more information about how we will use your information, see [Key information about data protection](#).

Please be aware that the CMA:

- Is unable to offer advice or intervene in individual disputes.
- Will use any information you provide in performing its statutory functions, and in accordance with the restrictions on disclosure in Part 9 Enterprise Act 2002.