CMA Response

In this document we use the term “client” instead of “pet owner” as some of our clients such as breeders, fosterers for charity, and owners of working animals would not use this term. We are referring to all clients of the practice, including the above groups, when discussing these points.

In regard to the Draft Substantive Order:

7. Price List –

2)l) The word “typical” needs further clarification. In rare conditions or unusual presentations, particularly in exotic species, a “typical” case cannot be defined. If a new treatment has been made available and is being considered, a “typical” treatment regime may not yet have been established and therefore costs cannot be estimated.

11. Written Estimates for Higher Cost Treatments –

6) Prices for procedures likely to be undertaken at referral centres are not widely available to FOPs. Finding this information involves repeated contact with the referral centre for each case and places a large time burden on the referring FOP. In many cases, multiple referral options are considered by the client. Obtaining accurate cost estimates for each procedure from each referral centre is not practical and should be the responsibility of the referral centres and client. In complex or unusual cases where a likely diagnosis is unknown, it is not possible for the FOP to accurately predict which diagnostic tests and treatments are likely to be required, with many hundreds of potential options. We do not feel that the responsibility of providing estimated costs should be handled by FOPs (apart from providing an estimate of the initial consultation by the referral centre, or if an animal is referred for a specific medical procedure, the cost associated with this specific test or treatment). This is an unfair administrative burden to place on small businesses such as our practice. If this requirement is confirmed, additional administrative fees will have to be charged to clients being referred, in order to compensate for the professional time required to estimate these costs.

8) Clients whose animal is undergoing emergency treatment are usually, and understandably, very upset. An obligation for the practice to provide further written estimates, especially when these involve euthanasia and cremation costs, is likely to be perceived as being “money-hungry” and cause further distress and anger, and lead to mistrust of the practice. The focus in these situations should be on the animal’s welfare and treatment, not the financial costs, unless written estimates are specifically requested by the client. Verbal estimates for further treatment are always provided by

our practice, provided the client is in a suitable frame of mind to receive them, and we do not believe it is sensible to provide written estimates in these cases. We expect that distress resulting from this will negatively impact the wellbeing of both staff and clients. “Reasonably possible” needs to be further clarified and defined.

12. Itemised Bills –

2) Some clients do not want itemised bills. An exception should be made for this. It is not possible to provide a digital itemised bill before or at exactly the same time the payment is taken, using our practice management software (PMS). This is the case for many PMS systems used by practices, which do not send itemised bills until after the payment has been taken. In order to meet this requirement, we would be forced to print out each itemised bill and give a physical copy to the client. This would result in increased printing and paper costs, which would result in increased consultation fees to avoid losses to the business, and would negatively impact the environment. Currently, the PMS sends a digital itemised bill within a few minutes of the payment being taken. We have not received any negative feedback about this. We provide an itemised bill before payment when specifically requested by the client, however this is a physical copy as explained above. This is very rarely requested, and we do not believe that the majority of our clients actually want this change.

14. Pet Owner Awareness of Written Prescriptions –

1)b) Medication prices vary over time and between online suppliers. Finding accurate savings for each medication from each online supplier takes a huge amount of time and would need to be repeated each time a medication is recommended, as prices will have changed. Therefore, specific cost savings should not be given. This is an unfair administrative burden to place on small businesses such as our practice. If this requirement is confirmed, consultation fees will need to be increased in order to compensate for the additional professional time required to estimate these cost savings. It should be the client’s responsibility to find this information, as it is for any non-veterinary business. Sometimes there are no savings to be made by purchasing online and some medications may not be available to purchase online (for example during stock shortages). This should be made very clear to clients, to avoid accusations of “charging for a written prescription when the product was not available online” being made towards FOPs, which damages trust between clients and staff.

7) These notice sizes will appear out-of-place and unprofessional in our clinic. They will draw attention to financial costs in consulting rooms where clients will be saying goodbye to their beloved pet and grieving, and this is not appropriate. We believe that A3 for primary and A4 for secondary notices will be sufficient and still very clear, and that notices should not be required in rooms used for euthanasia or dying patients.

11) This message is misleading and implies that written prescriptions are available for all medications. This is not the case for “veterinary specials” or products imported with SICs, which are not permitted by law to be prescribed in this way. Other medications may be out of stock online and therefore not available with a written prescription. Some human pharmacies refuse to dispense medication on the cascade, particularly when the substance is controlled. The message should be changed to “Written prescriptions are usually.available” or additional wording provided, such as: “Written prescriptions are.available, except for a small number of products where they are not legally permitted or inaccessible for other reasons”. Failure to change this will cause clients to blame the practice for the misunderstanding and may lead to increased instances of verbal abuse directed towards staff.

13) This statement should be changed in a similar way to above, or it may cause misunderstanding. Adding “except for a small number of products where they are not legally permitted or inaccessible for other reasons” or a similar clarification would be sufficient.

15. Provision of Written Prescriptions –

1)a) Providing a written prescription by the end of a consultation is not practical in all cases. If an emergency or urgent appointment is waiting to be seen after that consultation, they must take priority over the written prescription, to avoid the death or further suffering of the animal. If this requirement is confirmed, consultation fees will need to be increased allow for the additional professional time required to create a written prescription before the end of the consultation.

1)b) Two working days is not practical at times. If a large amount of prescriptions are requested on the same day by many clients, there is physically not enough time for staff to complete all of the prescriptions within two working days. If more emergency cases have been presented to the practice than usual, if more animals are receiving ongoing treatment than usual, or if some members of staff are unwell or absent, it will not be possible to meet this requirement, as emergency and urgent treatment of unwell animals must take priority before written prescriptions. Making this a legal requirement will place a huge amount of pressure on staff, and veterinary staff are already at significantly higher risk of mental health problems and suicide, which will be increased by implementing another legal requirement. For these reasons, this requirement should be extended to three or four working days following the request/consultation, and/or a written exception should be added, so that the time restriction does not apply if the practice is exceptionally busy with urgent and emergency cases.

In regard to Draft Schedule 2 - Standard Written Prescription Notice:

The wording at the top of the page is too large. The way that the message is worded sounds accusatory and like the veterinary practice is doing something wrong by dispensing medications. It suggests that we are overcharging clients by not being able to sell medications as cheaply as online pharmacies, which is not true. Most clients are not aware that veterinary practices are only permitted to order medication from specific wholesalers, who charge higher prices than the prices charged by pharmacies online, who can buy their products at a much lower price. This needs to be made clear to the general public and it should not be the practice's responsibility to do this. Furthermore, vets are not allowed to inform owners of how to obtain common human medications that are available without prescription (such as paracetamol and antihistamines) and therefore we are forced to prescribe these and charge more for them as we cannot buy them at the low prices of supermarkets and human pharmacies. This results in accusations of overcharging by clients, which is stressful and upsetting for veterinary staff who have no choice in this matter. The responsibility for educating the public on this belongs to the governing bodies that set these rules and restrictions, and not the veterinary staff who are forced to abide by them.

The wording at the bottom of the page (following the asterisk) is much too small. This message needs to be much clearer, as there are many cases in which the animal needs to start medication before an online order can be delivered to the client via written prescription, and clients are unlikely to read this text at the bottom of the page. This sentence should be higher up the page and in much larger font to avoid misunderstandings. If there are no changes to the notice, we foresee many clients becoming angry that they were not offered a written prescription, and we will have to explain repeatedly why a written prescription was not appropriate for their animal's urgent treatment or that the required medication is not available online (for example in the case of "veterinary specials" which are prescribed on the cascade relatively often, particularly when other products are discontinued or out of stock).

Some reference should be made in regards to the limitations of written prescriptions; that a new prescription will be required if the dose of a medication needs to be changed; or if one brand is out of stock and an alternative is required; or if the client decides they want to buy the medication in a larger pack size; and that in some cases written prescriptions may actually be more expensive long-term if changes like this are required, which in many cases the prescribing vet cannot predict at the time that the prescription is first issued. Failure to include this in the notice will result in clients becoming angry that another written prescription is required unexpectedly, and therefore another prescription fee will need to be charged, which is unfair to veterinary staff who are already facing high levels of stress.

Please see comments above in point 14.7) in regard to sizing. A2 is far too large and will look out-of-place and unprofessional in most veterinary practices.

In regard to Draft Schedule 3 - Standard Flyer for Ongoing Medication:

The font size is much too large for this to be emailed. It will look silly and unprofessional if we attach this flyer to an email. Similarly to Schedule 2, the wording is accusatory and hostile. Please see above for comments on this.

The graph is a little patronising to clients. The vast majority of people understand that small savings add up over time and do not need it pointed out to them.

Similarly to Schedule 2, the font size for the message following the asterisk is much too small in comparison to the rest of the wording and the message does not provide enough information. Please see above for further comments.

It would be helpful to include information about controlled drug prescriptions on this flyer. For example, a statement that written prescriptions for Schedule 2 and 3 controlled drugs cannot exceed three months, and that it is the prescribing vet's decision on how much medication to provide. In many cases, one month per prescription is more appropriate. There is very little guidance around instalment prescriptions and practices are not legally required to offer these (most do not). Also, the requirement that paper prescriptions must be obtained instead of digital, which makes it less convenient for clients to use.

In regard to Draft Annex 1 - Indicative Price List:

Microchipping: The registration of microchips to databases is considered to be the responsibility of the client, not the veterinary practice. Microchipping fees apply to the implantation and scanning of the microchip only. Information should be provided to the client about how to register the microchip, but the registration of the microchip itself is solely the responsibility of the client. The wording in this section should be changed to avoid confusion.

Spay (traditional/open): In the UK, cat spays are traditionally and commonly done via a flank incision, not midline. Price lists should therefore include the cost of flank spays instead of/in addition to midline spays for cats.

Ultrasound (abdominal, single organ): It is unusual in first opinion practice to perform an ultrasound of one organ only. Usually, an abdominal ultrasound looks at multiple organs such as the liver, kidneys, GI tract and spleen, as it is important to view each of these in relation to the tissues and organs surrounding them, as well as searching for general abnormalities such as free fluid or tumours. It would be more appropriate to list the cost of a full abdominal ultrasound, as this is much more common. If not, it will cause misunderstandings when a client expects to pay a single organ scan price when a full abdominal scan is needed. Also the term “diagnostic” could be misleading here. Although it is sometimes possible to diagnose a condition based on one simple ultrasound scan (for example, pyometra), usually it is only part of the diagnostic work-up. The price for the scan must be the same, whether a specific diagnosis is made or not, as the same equipment, restraint, and time is required to do it.

Pre-surgical/pre-anaesthetic blood test: “Chem10” is an outdated medical term. It is also used to refer to a specific laboratory test conducted by Idexx, a large company that provide veterinary diagnostics. This suggests that the CMA is favouring one laboratory service over others, which is highly concerning, specifically due to the size of the corporations that own Idexx and many large veterinary groups, and their perceived over-involvement in this process by many members of the veterinary community. Practices that do not use Idexx may not understand what is meant by the term “Chem10”. The term “Chem10” should be removed immediately and replaced with a more general term such as “biochemistry panel” which is not affiliated with a specific company and is more widely understood by the veterinary profession.

The inaccuracies and errors above raise concern that practicing veterinary surgeons have not been involved in creating the price list. Most first opinion vets would have noticed these mistakes and corrected them before publishing the document.

In regard to RCVS monitoring proposal:

Part 2 point 7 states “48 hours” for the supply of written prescriptions, which directly contradicts the draft substantive order, which states “second working day”. There is a huge practical difference between these terms so this must be clarified. 48 hours is not possible for many FOPs.

General Notes

The way in which the CMA refers to “price comparison” of veterinary practices is concerning. Building relationships with clients and the community as a whole is a longstanding and important aspect of the veterinary profession. Continuity of care benefits clients and their animals, in a similar way to human medical care, where it has been shown to improve health outcomes and lower mortality. Encouraging clients to switch practices for lower costs may be detrimental to the health of their animals. Frequent switching leads to different diagnoses, missing test results and confusion over prescribed medications and OOH providers, which can be dangerous. Changing to a new practice and seeing new staff often causes more stress to the animal, as well as increased costs to the client as legally that animal must be examined before any treatment can be prescribed or continued. Trust between veterinary staff and their clients is fundamental to the treatment and management of complex and long-term conditions and focusing only on price destroys this trust. Many clients tell us that they will happily pay more for better quality of care, and that price is less important than being able to trust that their vet genuinely cares about the wellbeing of their animal(s). The price lists suggested convey very little about the level of care provided and will encourage some practices to offer low prices on the listed items while increasing the cost of all other procedures, which is likely to result in clients paying more long-term. The extra administrative burden of the required changes, which will disproportionately affect smaller businesses, will ultimately result in increased professional fees and higher costs to the client, not lower. We expect to see more clients switching practices in the future, because they have been encouraged to “shop around”, and more confusion, emergencies and deaths as an indirect result of this. Price comparison sites are wholly inappropriate – we provide care to living beings, not services to objects, and we will all suffer as a result of this investigation.

Yours sincerely,

[redacted]