20 August 2026

CVS Response to CMA consultation on draft Substantive Order and associated documents

1 Introduction

CVS welcomes the opportunity to respond to the CMA's consultation on the draft Veterinary Services Market Investigation Order 2026 (the "**draft Substantive Order**") and the draft Veterinary Services Market Investigation Royal College of Veterinary Surgeons Undertakings 2026 and other associated documents, published on 21 July 2026 (together, the "**draft Substantive Documents**").[1]

The draft Substantive Documents provide some welcome detail on how to implement the remedies outlined in the CMA's Final Decision Report ("**FDR**"). However, CVS continues to have significant concerns regarding the efficacy and proportionality of a number of specific requirements, which could have materially detrimental unintended consequences – principal among those being adding confusion, rather than clarity, for pet owners, which contradicts the CMA's primary aim of improving transparency in the sector.

CVS provided detailed and extensive feedback on the earlier draft order shared with main parties to the MIR. While we were pleased to see some aspects of the feedback taken on board, it is regrettable that other aspects appear to have been entirely ignored. As it stands, material aspects of the draft Substantive Order impose significant burdens on veterinary businesses without any clear benefit to pet owners. In fact, some aspects of the final Substantive Order will certainly create confusion and even result in adverse clinical outcomes. CVS requested a discussion with the CMA on these topics before the draft Substantive Order was published and was told such a discussion was not necessary. It is a matter of significant concern that the CMA was unwilling to engage on this topic and seems determined to pursue an approach which in CVS' view, no veterinary professional would endorse as rational. Considering the limited benefit (and in some cases direct harm) likely to be generated by these provisions, they cannot be said to be proportionate.

This is not a question of seeking to avoid the findings of the FDR. CVS fully supports the objectives the CMA is seeking to achieve. However, it is critical that the CMA ensure the good intentions of the FDR are not undermined by poor implementation. CVS implores the CMA to urgently engage with the profession on the detail of its proposals to ensure remedies can be implemented in a way that actually achieves the objectives of the FDR in a proportionate manner.

CVS' key concerns are outlined in this response. CVS urges the CMA to reconsider the identified requirements in the interests of pet owners and veterinary professionals alike, and would welcome the opportunity to discuss workable solutions that better achieve the CMA's remedy aims.

2 Ownership information in metadata and search / map results (Article 5(4) of the draft Substantive Order)

CVS has been fully supportive of the ownership transparency remedy throughout the market investigation process. CVS was disappointed to see that the requirement to put the Main Entity name in front of the FOP or Other Relevant Service Provider has been expanded to metadata and online map results. CVS notes that this approach is inconsistent with the FDR which limited this requirement to search engine results.[2]

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1 Unless otherwise indicated, defined terms are set out in the draft Substantive Documents.

2 Paragraph 3.30 of the FDR.

While the CMA has updated the same requirement in Article 5(4)(c) to apply to organic search results only, CVS notes that this will inevitably create further confusion to pet owners who are likely to see two different versions of the joint branding in paid-for search results (e.g. “Animed – CVS”) and organic search results (e.g. “CVS – Animed”), as they can often appear on the same search page. Further, as previously raised by CVS, pet owners may confuse the search result for Animed with CVS FOPs which are also named “Animed” or the CVS pharmacy brand based in the US which has a strong online presence. CVS has serious concerns that this will lead pet owners to doubt the legitimacy of CVS and Animed websites and cause irreparable damage to CVS’ reputation as well as the brand equity that Animed has been growing since 2010. Furthermore, cybersecurity issues may arise from scam websites taking advantage of such discrepancies and customer confusion, which is yet another serious, unintended consequence of this requirement.

CVS further notes that making significant changes to the metadata may have downstream effects where the search engines may re-index and re-rank the web pages, potentially damaging the established ranking position CVS’ websites have built up over years.

CVS remains concerned that the requirement to put the Main Entity name first is only likely to lead to confusion without any clear benefits to pet owners, and implores the CMA to remove this element entirely from Article 5(4). CVS considers that the ownership links will be sufficiently clear based on the “Clear and Prominent” requirement and putting the Main Entity name first is an unnecessary and disproportionate addition and burden which does not achieve the CMA’s objectives.

3 Written estimates (Article 11 of the draft Substantive Order)

CVS fully supports price transparency to better enable pet owners to make informed choices on the most appropriate care for their pet. However, the written estimates remedy (Article 11) has significant and disproportionate implications for all veterinary professionals and pet owners. In particular, CVS wishes to stress:

- The **fixed 12-month period** which applies to all written estimates does not allow sufficient flexibility and does not reflect clinical reality as there is a clear limit to what vets can reasonably foresee in each pet’s circumstances. There will be very few presentations that lend themselves to a 12-month estimate period – even a simple example such as treating an otherwise healthy, arthritic dog with pain relief may result in gastrointestinal upset requiring alternative medications or may require multiple medications to control pain due to rapid progression. The vast majority of presentations are even more complex than this – for example, treatment for a diabetic cat[3] or a dog with a heart murmur[4]. The clear risks in adopting a fixed 12-month timeframe for all treatments are that: (i) pet owners receive misleading/inaccurate estimates that do not meaningfully assist them in deciding on a treatment plan for their pet; and (ii) veterinary professionals are required to spend a considerable amount of time in each consultation preparing such long-term estimates, which

[3] CVS notes that the diagnosis, treatment and monitoring of this condition can be straightforward or (more often) highly complex. The estimate pathways for a twelve-month period are almost infinite and would need to cover different methods of management (e.g. injectable insulin therapy or SGLT2i oral medications) and monitoring glycaemic control (e.g. continuous glucose monitoring devices, single blood measurements, home blood glucose monitoring and monitoring changes in glycated proteins).

[4] A dog with a heart murmur may require no treatment for the remainder of its life; however, were it to be in stage B1 Mitral Valve Disease, it may unpredictably progress to stage B2 where medications may be indicated, or into congestive heart failure which may require emergency therapy, x-rays and additional lifelong medications. Any attempt to predict outcomes would be futile and therefore any treatment pathway would be a guess and the estimate would be misleading for the owner. Estimates in these scenarios are best given as broad possibilities and form part of contextualised care, which is already good, accepted practice.

will ultimately increase the length of consultations and thus fees. As previously suggested by CVS, in order to avoid those risks, a more effective approach would be to allow the pet owner and the veterinary professional to agree on the relevant period which could be <u>up to</u> 12 months. This approach is also consistent with the FDR which repeatedly refers to the provision of written estimates for tests/treatments for "*up to 12 months*".[5]

- The **backward-looking element** of the written estimate requirement is unnecessary and results in a disproportionate burden on veterinary professionals. On its face, this requires estimates to include any and all previously provided tests/treatments as there is no timeframe applied to this element. Despite the draft Explanatory Note clarifying that veterinary professionals are not obliged to undertake additional evidence gathering, investigations or modelling for preparing the written estimates, the practical impact of this backward-looking element is that veterinary professionals will need to review all previous consult notes/medical history of pets, in case a previous diagnostic test/treatment should be taken into account for the cost estimate, or in case a previous cost estimate needs to be updated to comply with Article 11. We understand that Article 11(1)(b) may have been included to reflect the fact that an estimate covers both incurred and forward-looking costs, but we consider that Article 11(1) as drafted is convoluted and likely to cause confusion. Clearly, pet owners will already be aware of costs incurred to date with their vet – so this element of the written estimate does not provide any tangible benefit and imposes an obviously disproportionate burden on veterinary professionals whose focus should be on forward-looking tests and treatments and not on auditing prior care. On that basis, CVS strongly submits that the backward-looking element should be removed. However, if the CMA should continue to consider that it serves a purpose, it is critical this element includes an appropriate time limit, such as one month preceding the date of the estimate.

- Taken together, these requirements raise a **serious risk with potentially significant negative implications for pet health**. That risk is that certain "more standard" pathways become a de facto treatment protocol, given it would be more straightforward to price a "standard" pathway than to attempt to predict a more bespoke treatment plan for every patient for a 12-month period. Although the draft Explanatory Note states that these estimates are not a binding offer or quote, the practical effect of the requirement to provide a breakdown of the "*main, distinct and separately priced components of the Treatment Pathway*" under Article 11(5) of the draft Substantive Order means that most pet owners would treat the estimate as a quote or a treatment protocol which should then be followed. This could have serious negative consequences for the vet-pet owner relationship, as well as a negative impact on patient outcomes, if and when the circumstances mean deviation from the predicted plan is clinically advisable. CVS considers that allowing a clinically-led dialogue between the veterinary professional and the pet owner, to determine an appropriate timeframe for a treatment plan, would result in a more meaningful estimate whilst avoiding the *de facto* treatment protocol risk.

In line with the CMA's clear statements that written estimates accompanying a Treatment Pathway are not binding offers/quotes, CVS also requests that Article 11 make clear that such written estimates (i) are subject to future **price changes;** and (ii) only cover treatments for the **condition presented at the time**, and not for other conditions that could arise over the duration of the pathway.

All these concerns are exacerbated by the inclusion of referral services within scope – a new addition since the previous draft. For all the reasons previously submitted, providing meaningful estimates

5 See paragraphs 4.7, 4.12 (footnote 410) and 4.69 and footnote 452.

over such a long period in the context of referrals is even more difficult. CVS is also concerned that this requirement will add cost and complexity and this may be disproportionately higher for independent practices who do not have in-house referral capabilities.

CVS further submits that OOH providers should be excluded from the scope of the written estimates remedy under Article 11. OOH visits are, by their nature, typically one-off encounters responding to an urgent or unplanned need, and pets are highly likely to return to their usual FOP for any ongoing treatment or follow-up care rather than returning to the OOH provider. Requiring OOH providers to prepare (or update) a written estimate is therefore disconnected from how these services are actually used, and imposes a disproportionate burden on OOH providers for information a pet owner is unlikely to rely upon or need from that provider in practice.

In summary, CVS submits that the current draft Article 11 does not achieve the CMA's stated aims of remedies which are "*capable of effective implementation*" and "*no more onerous than necessary*".[6] These requirements will inevitably lead to longer consultations (and potential price increases as a result), as well as inaccurate (and therefore effectively meaningless) estimates to the detriment of pet owners and in the worst-case scenario, to the detriment of animal welfare. As previously requested, CVS would welcome the opportunity to discuss the practical difficulties and impact associated with this remedy in further detail with the CMA.

4 Updates to parasiticide prices (Article 8(2)(b) of the draft Substantive Order)

CVS is keen to ensure that the CMA's transparency requirements are – insofar as practical and reasonable – able to be implemented within FOPs' existing practice management systems, in order to avoid otherwise unnecessary upgrade costs. CVS has previously requested a short grace period for updating the parasiticide price list prior to new prices being charged to pet owners. This is due to the inherent functionality of CVS' existing system, which has a [redacted] delay between the auto-update of medicine prices and the price update in CVS' data warehouse (at which point CVS can update its published price list). It would be very costly to implement a completely new system to resolve this delay issue, and so CVS implores the CMA to consider the significant cost burden associated with not allowing a short period for price updates to take effect.

5 Price information in appointment confirmations (Article 7(3)(c) of the draft Substantive Order)

In relation to the requirement to provide the price of a consultation *and* any pre-booked treatments/services in the initial appointment confirmation, CVS reiterates the enormous administrative burden, cost and practical difficulties associated with compliance, not only for CVS but presumably for all veterinary businesses.

To give the CMA a sense of that burden, CVS would need to create approximately [redacted] appointment confirmations which contain tailored pricing information per working day (which equates to approximately [redacted] appointments per month). Doing so would be extremely costly for CVS as implementing a new CRM to enable this tailored pricing information to be auto-generated with appointment confirmations is roughly expected to cost approximately [redacted] for ongoing licensing fees as well as [redacted] for associated development and implementation costs (and take up to 8-12 months). Alternatively, sending such confirmations manually would be an enormous administrative burden on all veterinary businesses, taking away valuable resources from delivering better face-to-face customer service to pet owners.

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[6] Paragraphs 4.222 and 4.224 of the FDR.

CVS' ability to comply and provide accurate price information will also depend on each appointment having sufficient and accurate information (including pet species and weight). However, such information can often be missing, in which case CVS would need to provide prices for all weight bands (if there are different prices for different weight bands). Additionally, CVS notes that some appointments can be booked up to 12 months in advance, meaning that the price provided in the appointment confirmation may be out-of-date by the time of the appointment.

6 Pet Care Plan savings calculations (Article 9(3) of the draft Substantive Order)

As the CMA is aware, CVS' pet care plans are priced consistently for all CVS customers, however the price of parasiticides can differ between FOPs. It would be practically impossible to calculate (and maintain accurate) individual savings as applicable to each CVS FOP (as envisaged by Article 9(3) of the draft Substantive Order). CVS expects that such savings would only differ by a small quantum between CVS FOPs (more likely to be in the order of pence, rather than pounds). [redacted].

CVS therefore requests that the CMA allows veterinary businesses to satisfy the requirements of Article 9(3) by reference to an average savings figure calculated at a group level, rather than a FOP-specific figure, provided that pet owners are clearly informed that the figure represents an average across the business's FOPs. This approach would materially reduce the administrative burden associated with this remedy while still providing pet owners with meaningful and representative information to assess the value of a pet care plan.

7 Standard Written Prescription Notice and Standard Flyer for ongoing medication (Articles 14 and 16 and Schedules 2 and 3 of the draft Substantive Order)

CVS has real concerns with the format and presentation of the Standard Written Prescription Notice and Standard Flyer for ongoing medication. CVS' view is that referring to online pharmacies as potentially being "significantly" cheaper with such prominence potentially misleads consumers about the magnitude of savings available. It is a claim that vets would be unable to support if questioned by pet owners, meaning it is inappropriate for display in practices in this way. On the draft Standard Flyer, there also appears to be no basis for the overly simplistic graph showing "small monthly savings", which exacerbates the risk of misleading messaging for pet owners. As a result, these proposed client notices run the serious risk of undermining the trust between vets and their clients.

CVS requests that the CMA considers using alternative formatting for the posters. In its current form, the large font size, negative messaging, and prominent government logo will likely be alarming for pet owners to see throughout their local practice. Not only does the largest text present an overly simplistic (and potentially misleading) message, the smallest text is difficult to read yet contains important contextual messaging which pet owners need to be aware of when requesting written prescriptions. Rather than presenting as friendly and informative, these proposed client notices are more akin to a government warning of potential fraud or danger. This will not assist pet owners with making informed decisions about the care or treatment for their pets.

More fundamentally, CVS submits that no other sector is expected to warn customers that a rival may be cheaper – for example, a supermarket brand does not hand shoppers a leaflet telling them a different retailer may sell certain items for less, and restaurants do not plaster on their wine lists that their wine may be significantly cheaper online. In light of this, CVS implores the CMA to reconsider the unnecessary details the CMA is proposing to include in the notice and flyer as described above, to ensure that the final remedy is proportionate.

8 Informal resolution of complaints (Article 21(2)(b) of the draft Substantive Order)

CVS strongly objects to the five working days veterinary businesses will have to resolve complaints informally. There are many realistic reasons why informal resolution of complaints within five working days is difficult to achieve in most cases including:

- the simple fact that investigating and resolving complaints in good faith (as required by the draft Substantive Order) will often take time as complaints regarding veterinary services include matters of clinical judgement;
- relevant veterinary professionals or pet owners may be out of office or unavailable (e.g. due to work commitments or holidays), which could reasonably delay the process of obtaining more information regarding the complaint. This includes distressed pet owners who may need additional time to articulate their complaint properly;
- high workload for veterinary professionals often means that their time to review and respond to complaints is very limited (this is only exacerbated by the wider context of the significant additional burden being imposed on veterinary professionals as a result of the remedies package as a whole); and
- the potential need to obtain information from third parties such as clinical notes from a referral centre that carried out specialist treatment, or from a laboratory that processed diagnostic tests, or an external OOH provider that treated the pet out of hours.

The consequence of a rigid timeline which is too short means that, in practice, all complaints will become Actionable Complaints, adding to the administrative burden of all FOPs and OOHs, especially for those practices with a smaller team. That could clearly result in a less effective informal dispute resolution process for everyone involved. As per CVS' previous comments, CVS submits that a timeframe of 20 working days would be more appropriate. This approach is in line with CVS' current internal complaints process.

9 Data scraping and third-party comparison websites (paragraph 82 of the draft Explanatory Note)

CVS welcomes the removal of express references to data scraping in the draft Substantive Order. CVS, however, notes that the draft Explanatory Note still contains references to the RCVS being able to scrape data from veterinary businesses' webpages. CVS notes that it is not technically feasible to permit automatic scraping by the RCVS whilst preventing equivalent scraping by other third parties and requests that the reference to RCVS web scraping be removed in the draft Explanatory Note as well. Given that veterinary businesses will have an obligation to provide the required information to RCVS directly (which can be done in a safer data transfer method) in any case, CVS does not consider that web scraping would be necessary for RCVS' purposes.

By way of context, while CVS welcomes the enhanced Find a Vet functionality that will enable customers to make effective comparisons, CVS remains seriously concerned by the adverse effects associated with unregulated third-party listing websites, which CVS is already seeing in practice. That includes the use of inaccurate or outdated pricing information, and most concerningly, sites purporting to arrange appointments with practices despite having no booking arrangement with those practices. CVS is particularly concerned with the impact on customer experience and potential adverse outcomes for pets' welfare where a pet owner attempts to book an emergency appointment at a FOP via such a site, but the FOP has no record of the appointment. [redacted]. This will clearly negatively impact CVS' (and other FOPs') reputation, including where a customer quotes an outdated price, and raises data protection and privacy concerns, from potential mishandling of customer data by such websites. CVS requests that the CMA investigates these issues as a matter of urgency using its consumer law powers (under section 226 or 227 of the DMCCA) and take any interim measures necessary to protect consumers, such as warnings to third-party comparison websites.

The increasing prevalence of third-party sites is also causing issues for FOP websites. CVS has identified over 70 sites purporting to offer veterinary service listings / comparisons which were active as of the end of July, a significant uptick from around 25 identified in mid-July. CVS has already observed significant increases in automated traffic associated with price aggregation activity. For example, in July CVS experienced an incident which generated approximately [redacted] requests within a one-hour period. Whilst CVS cannot definitively attribute the activity to a particular operator, the pattern was consistent with large-scale automated data collection.

CVS incurs direct third-party platform costs associated with servicing website content requests. Automated scraping therefore creates a direct and measurable cost burden. Based on CVS' current digital architecture, a scraping event comparable to that observed in July generates an incremental platform cost. As an indication of scale, CVS estimates that a large-scale scraping event against the expanded pricing dataset imposed by the full set of remedies could generate costs of [redacted] per event, with annual costs potentially reaching [redacted] if scraping activity becomes widespread across multiple comparison websites.

CVS also implores the CMA to encourage the RCVS to bring the enhanced Find a Vet service online as quickly as possible, in order to both (i) better enable effective customer choice but also (ii) to avoid these incidents which are ultimately adding to FOPs' costs.

10 Minor drafting points

CVS also makes the following additional minor points:

- CVS requests that the words "any communications directed at Pet Owners including" be removed in Article 4(6), in line with the approach taken in the previous draft and given the potential for this to be interpreted too broadly, thus creating ambiguity and inconsistency in the approach taken by each veterinary business.
- The description of Article 11(4) in paragraph 98 of the draft Explanatory Note (which refers to the requirement to provide a specific estimated total cost) does not align with the actual wording of Article 11(4) (which requires the business to ensure that estimates are as accurate and specific as possible).
- As communicated to the CMA via email on 11 August 2026, planning permits can delay veterinary businesses from updating external storefronts on listed sites, as required by Article 5 of the draft Substantive Order. Article 5(6) should therefore include a proviso such as "as quickly as planning consents allow" to accommodate such delays.

- CVS requests that the CMA include a grace period of 60 days to ensure compliance with the Substantive Order following the acquisition of a veterinary business. Given the complexity of the remedies package, the transitional period would allow the acquiring veterinary business sufficient time to audit or remediate the target's practices (which may not be attainable prior to completion).
- In relation to the requirement to publish prices for services provided by third parties, or links to third party websites, (e.g. Article 7(2)(j)) CVS considers that the draft Substantive Order or the draft Explanatory Note would benefit from an express clarification that the liability for missing or incorrect information rests only with the third party, and not with the veterinary business linking to that information.

11 Conclusion

CVS has grave concerns that many aspects of the draft Substantive Order impose disproportionate burdens on veterinary businesses which at best, will not achieve the aim of enhancing transparency for customers, but which pose a very real risk of actually causing confusion and in some cases having adverse clinical consequences. It is regrettable that the CMA did not take on board feedback on the earlier draft. CVS welcomes the opportunity to discuss any of the above with the CMA and would be happy to provide further detail on any point raised in this response.