

Vets MIR

*inspiring vet care*¹ response to formal consultation on draft substantive Order materials

1. Introduction

- 1.1 The tables below set out *inspiring vet care*'s comments on the (i) draft substantive Order (Table 2); (ii) draft substantive Undertaking (Table 3); (iii) draft Explanatory Note to the substantive Order (Table 4); (iv) draft Annex 1 (indicative price list) (Table 5); and (v) RCVS monitoring proposal (Table 6) (together with the other materials shared by the CMA as part of the formal consultation on the draft substantive Order, the "**Materials**").
- 1.2 *inspiring vet care* appreciates the opportunity to comment on the Materials again following the informal consultation on earlier drafts. For clarity and to assist the CMA's review, *inspiring vet care*'s comments below are intended to be read as a standalone, complete submission on the Materials as published for formal consultation. *inspiring vet care* notes, however, that a number of the comments below are substantively the same as those submitted during the informal consultation, and these have been reproduced for completeness.
- 1.3 *inspiring vet care* has proposed in-line drafting amendments in red font (where applicable) and also included an explanation of why the changes proposed by *inspiring vet care* are necessary, appropriate and in line with the purpose of the remedies as set out in the Final Report. *inspiring vet care* hopes that such explanations will better enable the CMA to understand and give due consideration to *inspiring vet care*'s comments on the Materials. For ease of the CMA's review, *inspiring vet care* has listed out its primary concerns and proposed drafting amendments at Table 1 below. Its further proposed amendments (and corresponding explanation) have been set out in Tables 2-6 below.

¹ Formerly Independent Vetcare Limited (IVC). *inspiring vet care*'s company name was updated from Independent Vetcare Limited to Inspiring Vet Care Limited on 12 March 2026. [REDACTED].

1. *inspiring vet care* – primary comments on the Materials

#	Document and clause / paragraph reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
Transitional period for acquisitions			
1.1	Draft substantive Order, Part 1, Article 3	Where, after this Order comes into force, a Veterinary Business acquires Ownership and Control over another Veterinary Business (the Acquired Veterinary Business), the acquiring Veterinary Business must, within 60 calendar days following the date on which such Ownership and Control is acquired, ensure that, to the extent it is not already compliant, the Acquired Veterinary Business is brought into compliance with the requirements of this Order which apply to it.	As presently drafted, the draft substantive Order does not make any provision for an acquiring Veterinary Business needing to bring a practice it acquires (the Acquired Veterinary Business) into compliance with the requirements of this Order. This is not something that can happen overnight and therefore a reasonable implementation period following an acquisition is necessary. This is illustrated by the following hypothetical scenarios: • If <i>inspiring vet care</i> (or any acquiring Veterinary Business) were to acquire a practice that was otherwise compliant with the Order, time would still be required to apply comprehensive ownership branding so that it adhered to the requirements of remedy 1 (as set out in Articles 4 and 5 of the draft substantive Order). Needless to say, such ownership branding could not be applied prior to the acquisition being completed. • If <i>inspiring vet care</i> (or any acquiring Veterinary Business) were to acquire a Small Veterinary Business before the point at which that business was required to implement the full extent of the remedies package as set out in the draft substantive Order (given the staggered implementation deadlines set out in Article 3(1)) – time will be needed to ensure that Acquired Veterinary Business could be brought into compliance with the Articles of the Order which it had not yet implemented. A failure to make provision in this regard will create a perverse outcome insofar as an acquiring Veterinary Business could conceivably be viewed as immediately in breach of its obligations under the Order by completing an acquisition. Absent the inclusion of such a transitional period, an acquiring Veterinary Business would be able to avoid being in breach of the Order only by suspending operations at the Acquired Veterinary

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			Business until compliance is achieved, which would be detrimental to Pet Owners and animal welfare. <i>inspiring vet care</i> also notes that, in the Funerals investigation, the CMA incorporated a provision along these lines whereby funeral directors were provided with a period of 15 working days after a change in ownership to update relevant information in their branches and websites. <i>inspiring vet care</i> believes that a longer duration of 60 calendar days would be an appropriate timeframe in this context on the basis that the remedies obligations set out in the draft substantive Order are more numerous and complex than in the Funerals investigation (with only seven remedies in the Funerals Investigation). More specifically, such a timeframe is appropriate and necessary because: - Onboarding a new clinic following an acquisition requires significant integration activity, which is often operationally complex, particularly in circumstances where the Acquired Veterinary Business uses different internal systems to the acquiring Veterinary Business. - If deficiencies are identified in the Acquired Veterinary Business' approach to remedy compliance, potentially time intensive corrective action may be required.
Remedy 1 – Ownership Information			
1.2	Draft substantive Order, Part 2, Article 5(4)	In addition to the requirements in Article 5(3), the name of the Main Entity or, if it uses one in respect of the Group or Network, the Trading Name for such Group or Network, must: (a) appear on the homepages of the websites referred to in Article 5(3) in a Clear and Prominent manner, including the top website banner where available; (b) be included within the metadata of all webpages on each website referred to in Article 5(3), including metadata used by general search services and others. For each such webpage, the page title metadata must display the name of the Main	<i>inspiring vet care</i> welcomes the CMA's proposed transparency remedies, designed to enhance Pet Owners' ability to make informed decisions. <i>inspiring vet care</i> notes that ownership information will already be clearly communicated through the measures set out elsewhere in the draft substantive Order, including the requirement for the common identifier to be prominently displayed in the website header (in accordance with Article 5(4)(a)), visible across all website pages, and reinforced through the disclosure requirements in Articles 4 and 5, including signage at physical premises. However, <i>inspiring vet care</i> has concerns with the application of the requirements at Articles 5(4)(b), (c) and (d), particularly to its divisional operations. <i>inspiring vet care</i> considers that the proposals, as currently drafted, are disproportionate and risk undermining the consumer outcomes

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		Entity or Trading Name before the name of the FOP or Other Relevant Service Provider; (c) appear in search engine results in a Clear and Prominent manner, which includes both paid for and organic search results and, in the case of organic search results, with the name of the Main Entity or Trading Name appearing before the name of the FOP or Other Relevant Service Provider in any webpage page title or headline; and (d) appear in online map results descriptions, in cases where the relevant premises are accessed directly by Pet Owners for the receipt of Veterinary Services, with the name of the Main Entity or Trading Name appearing before the name of the FOP or Other Relevant Service Provider in the result.	of clarity, transparency and informed decision-making that this remedy is intended to achieve. Requirements relating to the placement of the common identifier upfront in search engine results may undermine Pet Owners' ability to clearly identify the veterinary services they require due to the service description, location or recognised brand for such service not being sufficiently visible. For example, when a Pet Owner is urgently searching for help in an out-of-hours emergency situation, a delay in being able to identify the correct provider could have adverse consequences for Pet Owners and animal welfare. In circumstances where the nature, availability or location of services is displaced by a common identifier, Pet Owners may instead be misdirected to FOPs (daytime only) or even crematoria services that are part of the same Group. The same challenge applies to online providers of medication. Any reduction in the visibility, relevance or clarity of search results may hinder consumers' ability to compare the suppliers from whom they can purchase. As an overarching point, we note that this point regarding clarity of the information presented to consumers is magnified on mobile devices, where screen space is limited and users scan results rapidly. Furthermore, search result headlines are subject to strict character limitations (typically 30-60 characters) meaning that compliance with Article 5(4)(c) as drafted may not be technically achievable across all businesses in the sector. By way of example, "<i>inspiring vet care – Vets Now Emergency Vet in Hemel Hempstead</i>" is 64 characters. Depending on the character length of a particular common identifier, there is therefore a risk that there would be insufficient space for key practice name, location and service type information that Pet Owners require to make informed choices. The CMA has itself found that Pet Owners most often consider location when choosing between FOPs (Final Report, Part A, paragraph 8.3). Metadata changes will also impact search engine optimisation. In particular, <i>inspiring vet care</i> notes that material metadata changes will have a direct impact on the descriptive content that would otherwise appear in a site's metadata, which risks diminishing the useful operational, location- and service-specific information that would otherwise be used by

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			search engines to facilitate ranking of results, which further risks the quality and relevance of search results Pet Owners will receive in response to their search queries. As a consequence, Pet Owners may be presented with results that are less closely aligned with their search intent, making it more difficult to identify the provider most relevant to their needs, particularly where location and service availability are important factors, and potentially diminishing the ability of consumers to make informed choices. Material metadata changes typically trigger a full re-ranking, risking the loss of ‘heritage’ ranking credibility built up by businesses over time, and necessitating additional investment to recover visibility. These costs may be difficult to justify in a market where some participants are facing significant financial pressures. Ranking changes could create particular challenges for Pet Owners seeking alternative medication providers, especially those operating exclusively online. The practical effect may be that providers currently well matched to a Pet Owner’s search become less discoverable, which may reduce the visibility of options that consumers would otherwise have considered when making purchasing decisions. With respect to online map results under Article 5(4)(d), <i>inspiring vet care</i> has similar concerns. Map result displays are subject to strict character and space limitations, and a requirement that the Main Entity name must appear (or appear first) in the result itself risks truncating or obscuring the practice name and location information that Pet Owners need to identify the correct provider. Any resulting delay in locating the correct provider may postpone access to appropriate treatment, potentially resulting in adverse animal welfare outcomes and undermining the objective of enabling Pet Owners to make informed choices quickly and confidently. <i>inspiring vet care</i> has proposed instead that the Main Entity name appear in the result description, which would achieve the CMA’s transparency objective without the unintended consequence of obscuring critical location and service type information for Pet Owners. Further, search engines can and frequently do rewrite webpage titles and descriptions using page content, headings and other signals. <i>inspiring vet care</i> therefore has significant concerns that compliance with these obligations (as drafted) would not equate to a reliable method for ensuring

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			that ownership information is consistently displayed to Pet Owners in search results. While <i>inspiring vet care</i> welcomes the CMA's acknowledgement at Article 5(5) in the draft substantive Order that parties shall not be in breach to the extent they are unable directly to control search engine or map results, <i>inspiring vet care</i> considers that there remains a material risk of unwarranted reports of non-compliance where ownership information does not appear as mandated, despite an individual provider making all reasonable representations and requests of the person who does control those matters. This risks adding a significant burden on the RCVS which is responsible for dealing with reports of non-compliance. As a final observation, <i>inspiring vet care</i> notes that the CMA has not previously imposed prescriptive metadata requirements in market investigations. <i>inspiring vet care</i> is also unaware of any analogous requirement in other contexts. <i>inspiring vet care</i>'s proposed amendments would achieve the CMA's transparency objectives, including by requiring disclosure of the Main Entity name in search results and map descriptions, while avoiding the unintended consumer harms, technical impossibilities and disproportionate burdens outlined above.
Remedy 2b – Price List			
1.3	Draft substantive Order, Part 2, Article 7(3)(c)	(c) when sending the first of any digital communications to a Pet Owner to confirm a consultation booking, include in that communication: (i) the price the Veterinary Business will charge for the consultation and any pre-booked standard treatments or services; and (ii) a link to the webpage where the Price List is published on the website relating to the FOP, OOH Centre or Referral Centre.	<i>inspiring vet care</i> requests the CMA removes the requirement for Veterinary Businesses providing FOP Services, OOH FOP Services, OOH Provider Services, Referral Services or Cremation Services to include the price for the consultation and any pre-booked standard treatments or services in the first digital appointment confirmation sent to Pet Owners. The Price List proposed at Article 7(2)(c) recognises that treatment and service prices vary due to specific factors, including for example the weight of a dog being treated. Weight information may be missing when a Pet Owner books a digital appointment, meaning the pricing provided by <i>inspiring vet care</i> would be unlikely to be accurate and would not help a Pet Owner make informed choices on whether to proceed with a proposed treatment or service. Additionally, some appointments can be booked up to 12 months in advance, which means that the price provided in the appointment

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			confirmation may be out-of-date by the time the Pet and Pet Owner attend the appointment.
1.4	Draft Explanatory Note, Paragraph 55	Article 7(3) also requires that when a Veterinary Business sends an initial email or text message or other digital communication to a Pet Owner to confirm a consultation booking, it must specify the price for that consultation and for any pre-booked services or treatments which are on its Price List and include a link to the Price List webpage (Article 7(3)).	Please refer to row 1.3 above.
Remedy 2d – PCP Information			
1.5	Draft substantive Order, Part 2, Article 9(3)	Each Veterinary Business that states, claims or indicates on any website it operates or in any Pet Owner Communications it uses that a Pet Owner could save money by purchasing a Pet Care Plan, as compared with purchasing the services included in the Pet Care Plan on a standalone basis outside of that plan, whether individually or as a package, must either (i) in the same place as it makes that statement, claim or indication; or (ii) through a link to a webpage operated by or on behalf of that Veterinary Business:	<i>inspiring vet care</i> supports the objective of ensuring that pet owners are provided with sufficient information to understand and assess any savings claims made in relation to Pet Care Plans. However, <i>inspiring vet care</i> does not consider it necessary for all information required by Article 9(3) of the draft substantive Order to be provided “<i>in the same place [emphasis added] as it makes that statement, claim or indication</i>”. Pet Owner Communications are frequently made through channels such as SMS messages, social media advertisements and other digital formats that are intended to communicate key information in a concise and accessible manner. These channels are inherently subject to space limitations, which can make it difficult to communicate detailed substantiation in a clear and effective way. It is common and well-established practice in these channels for advertisers to provide a clear link to a webpage containing additional information, terms and supporting detail. <i>inspiring vet care</i> considers that permitting Veterinary Businesses to include an accessible link to a webpage containing the information required by Article 9(3) would achieve the underlying objective of the remedy more effectively. A dedicated webpage allows information to be presented in a fuller, clearer and more accessible manner, enabling pet owners to review

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			the basis of any savings claim and make informed decisions without being constrained by the character limits or formatting restrictions of the advertising channel.
Remedy 4a – Written Estimates			
1.6	Draft substantive Order, Part 1, Article 2	‘Treatment Pathway’ means all diagnostic tests and/or treatments which a Veterinary Professional, using their judgement and exercising reasonable care and skill, has recommended and/or recommends for the purpose of diagnosing, treating and/or managing what they judge the Pet’s medical condition is reasonably likely to be. It includes: (a) diagnostic tests and/or treatments already provided to, or chosen by, the Pet Owner; vi- (a) diagnostic tests and/or treatments reasonably likely to be provided over the next twelve months, including those which involve Referral Services provided at a Referral Centre; (b) (b) any ancillary or associated services and products, including medicines, anaesthetics, pre- and post-operative care, follow-up or routine visits, and reasonably known contingent elements dependent on diagnostic tests; and (c) (c) where applicable, euthanasia and Cremation Services.	<i>inspiring vet care</i> requests the CMA removes the retrospective element (of diagnostic tests and/or treatments already provided to, or chosen by, the Pet Owner) from the definition of a Treatment Pathway, and by extension the obligation for a Written Estimate to incorporate fees incurred by Pet Owners for historic tests and/or treatments already provided. The backward-looking element of this remedy is overly burdensome for vets and risks causing Pet Owner confusion. There is significant clinical ambiguity in determining the scope of a treatment pathway over time, making the assessment increasingly subjective on the basis that different vets may apply the assessment in different ways. This creates a substantial risk of inconsistent and unreliable information being provided across different practices, which is unlikely to benefit Pet Owners. <i>inspiring vet care</i> veterinary practitioners have significant concerns with the complexity of this remedy and how this remedy will operate in practice, which <i>inspiring vet care</i> considers will be an industry wide challenge. Industry commentary appears to misinterpret how this remedy will apply, further demonstrating its complexity. Complying with the retrospective assessment will require a detailed review of a pet’s treatment history, placing a considerable administrative burden on practices which will be particularly acute for smaller and independent practices. The value to the Pet Owner of the retrospective assessment is further diminished by the fact that a pet’s medical and payment history does not always follow it across providers, for example in urgent cases. A practice will not necessarily have full visibility of the treatment received or associated costs from a previous or alternative FOP, an OOH provider or a Referral Centre. Any estimate incorporating historic treatment costs may therefore be incomplete, despite creating a significant additional administrative burden for veterinary practices and may not provide Pet Owners with a reliable picture of the costs associated with the overall treatment pathway. Further, in order to consider diagnostic tests and/or

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			treatments already provided or chosen by Pet Owners, vets will be required to manually review Pet Owner records which will take significant time and resource. This is likely to lengthen consultations, reduce the efficiency of care delivery, and increase costs, ultimately to the detriment of Pet Owners. While the CMA has previously estimated that this requirement would apply to only 20% of cases (CMA Final Report, Part B, paragraph 2.55), when combined with an unlimited retrospective lookback period and a 12-month forward-looking assessment, <i>inspiring vet care</i> estimates that the practical effect is that written estimates will potentially be required in a much more significant number of cases, potentially as high as c.[REDACTED]% of cases. This figure is estimated on the basis of a sample of [REDACTED] cats and dogs which attended consultations at <i>inspiring vet care</i> practices between 1st August 2024 and 31st July 2025 which had: (i) attended at least one consultation prior to the consultation during this period; (ii) received subsequent tests/treatments provided costing £500 or more; or (iii) both, i.e. had a consultation prior to the consultation conducted during this period and the cost tests/treatments provided during the subsequent one year period was £500 or more. Further, <i>inspiring vet care</i> does not consider that this limb of the written estimate remedy is required to enhance transparency of costs borne by Pet Owners since Pet Owners already have access to their historic spend via invoices and other records provided by their practice. Further, following implementation of the remedy set out in Article 12 of the draft substantive Order (Itemised Bills), Pet Owners will receive a more detailed breakdown of spending, which will further improve transparency.
1.7	Draft Explanatory Note, Paragraph 91	The period to which the estimate relates is both backward- and forward-looking. It includes diagnostic tests and/or treatments which: (a) have already been provided or chosen by the Pet Owner. For example, it could include a blood test provided in the	Please refer to row 1.6 above.

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		previous month if the purpose of the test was to diagnose clinical signs related to the Pet's medical condition; and (b) are being recommended by the Veterinary Professional and, if chosen by the Pet Owner, would be provided in the following 12 calendar months.	
1.8	Draft Explanatory Note, Paragraph 92	Veterinary Professionals exercising their professional judgement will be able to determine whether diagnostic tests and/or treatments which have already been undertaken were for the purpose of a particular Treatment Pathway and, if so, should be included as part of it. If that is the case, the costs of the diagnostic tests and/or treatments which have already been undertaken should be included in determining whether the Monetary Threshold is met.	Please refer to row 1.6 above.
1.9	Draft substantive Order, Part 1, Article 2	Alternative option ‘Treatment Pathway’ means all diagnostic tests and/or treatments which a Veterinary Professional, using their judgement and exercising reasonable care and skill, has recommended and/or recommends for the purpose of diagnosing, treating and/or managing what they judge the Pet's medical condition is reasonably likely to be. It includes: (a) diagnostic tests and/or treatments already provided to, or chosen by, the Pet Owner in the 1 Month period prior to the date on which the Veterinary Professional provides the relevant written estimate to the Pet Owner for any outstanding costs which have not been paid by the Pet Owner; ∓ (b) diagnostic tests and/or treatments reasonably likely to be provided over the next twelve months, including those which involve Referral Services provided at a Referral Centre; (b) (c) any ancillary or associated services and products, including medicines, anaesthetics, pre- and post-operative care, follow-up or routine visits, and reasonably known contingent elements dependent on diagnostic tests; and	Alternative option If the CMA does not accept <i>inspiring vet care</i>'s proposal to remove the retrospective element of a Treatment Pathway, <i>inspiring vet care</i> alternatively suggests the CMA applies a 1 Month limit to the retrospective element. As explained above in row 1.6, in order to consider diagnostic tests and/or treatments already provided or chosen by Pet Owners, vets will be required to manually review Pet Owner records which will take significant time and resource and result in inconsistent outcomes for Pet Owners. This burden increases as the length of the retrospective element increases; 1 Month is the maximum look back period which is reasonable, proportionate and does not impose undue burden on vets while still achieving the aim of the remedy in providing Pet Owners with transparency and visibility into the diagnostic tests and treatments within their Treatment Pathway to help manage their future costs, but within an appropriate and proportionate timeframe. Anything beyond a recent costs history will not meaningfully assist Pet Owners in this endeavour. Excluding previous costs which have already been paid for by the Pet Owner would reduce the burden on vets while also providing Pet Owners with transparency on costs which have not already been settled. It is the new, unsettled costs which are more helpful to Pet Owners when deciding which test/treatment their Pet should receive – for example, if a pet had

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		(e) (d) where applicable, euthanasia and Cremation Services.	been admitted the previous evening and had some preliminary tests for which the Pet Owner was not asked to pay at the time, it is helpful for the Pet Owner to be provided with a Treatment Pathway including these costs the following morning, to be able to make future decisions. Similarly, if there has been a direct insurance claim that has not been paid by the Pet Owner (i.e. where the practice has directly charged the insurance provider), <i>inspiring vet care</i> 's proposal would also cover this situation as it would be helpful for the Pet Owner to have oversight of this any such outstanding costs.
1.10	Draft Explanatory Note, paragraph 91	Alternative Option The period to which the estimate relates is both backward- and forward-looking. It includes diagnostic tests and/or treatments which: (a) have already been provided to or chosen by the Pet Owner in the 1 Month period prior to the date on which the Veterinary Professional provides the relevant written estimate to the Pet Owner for any outstanding costs which have not been paid by the Pet Owner. For example, it could include a blood test provided in the previous month if the purpose of the test was to diagnose clinical signs related to the Pet's medical condition; and (b) are being recommended by the Veterinary Professional and, if chosen by the Pet Owner, would be provided in the following 12 calendar months.	Alternative option Please refer to Row 1.9 above.
1.11	Draft substantive Order, Part 3, Article 11(1)	Each Veterinary Business providing FOP Services or, OOH FOP Services (except where a FOP is providing OOH Services to a third-party FOP) or OOH Provider Services must give Pet Owners a written estimate of the reasonably likely costs of a Treatment Pathway where the Veterinary Professional assessing the relevant Pet estimates that: (a) the total cost of the Treatment Pathway is reasonably likely to meet or exceed the Monetary Threshold; and	<i>inspiring vet care</i> strongly suggests that OOH Provider Services should be excluded from the scope of Remedy 4a, as OOH providers do not have the required information or insight to provide written estimates that would be meaningful or helpful for pet owners. This is on the basis that it is unlikely that they would be providing any of the care within a Treatment Pathway, save for emergency care that would have already been provided at the point that an obligation to provide a written estimate would arise (and for which there is a carve out from the obligation). Therefore, this requirement

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		(b) the element of the total cost in (a) that relates to costs that may be incurred in the future exceeds 20% of the Monetary Threshold.	would be unduly burdensome for little benefit to pet owners. <i>inspiring vet care</i> sets out below an illustrative example of this: <i>A Pet Owner presents their dog to a FOP with a history of vomiting and loss of appetite. During the consultation, the veterinary surgeon recommends a diagnostic work-up, including blood and urine testing, together with anti-sickness medication. A written estimate is provided covering the investigation and treatment of the most likely differential diagnoses at that stage, including gastroenteritis, pancreatitis and toxicity.</i> <i>The dog returns home with the owner, having received anti-sickness medication, while test results are pending. Overnight, the dog's condition deteriorates significantly, resulting in collapse and a seizure. The owner then presents the dog to an OOH Centre on an emergency basis. The OOH provider at the OOH Centre administers emergency treatment, including intravenous fluid therapy and appropriate medications to stabilise the patient. Emergency bloodwork identifies acute kidney injury as the cause of the dog's clinical signs.</i> <i>Once the immediate emergency has been addressed, the OOH provider is required to provide a written estimate for the treatment of the newly diagnosed kidney injury. However, the OOH provider has neither the backward-looking information on costs incurred to date, nor will the OOH provider be responsible for delivering future management of the condition. Consequently, it cannot accurately provide a reliable estimate.</i> <i>Following stabilisation, the dog is discharged. The owner then returns to the FOP for ongoing monitoring, diagnostic investigations and treatment. At this stage, the FOP is able to assess the dog's response to emergency treatment, determine the likely treatment pathway and prognosis, and is required to provide a further written estimate that is specific to the ongoing management of the acute kidney injury.</i> <i>inspiring vet care</i> considers that the same points are also true in a situation where a FOP is providing OOH Services to a third-party FOP and so have suggested a carve-out for this situation as well. For completeness, <i>inspiring vet care</i> understands that, if the CMA accepts <i>inspiring vet care's</i> proposed edit at row 1.6 above, limb (b) of the test for

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			assessing when a Veterinary Professional needs to provide a written estimate (relating to costs incurred in the future exceeding 20% of the Monetary Threshold) would subsequently be rendered void and should be removed.
1.12	Draft substantive Order Part 3, Article 11(5)	To the extent that a Treatment Pathway involves diagnostic tests and/or treatments provided at a FOP or location providing OOH FOP Services Centre , the Written Estimate provided by the Veterinary Business must include a breakdown of the main, distinct and separately priced components of the Treatment Pathway, with the estimated costs of diagnostic tests and treatments shown separately.	Please refer to row 1.11 above.
1.13	Draft substantive Order, Part 3, Article 11(10)	Article 11(9) does not apply to the extent that, having received the original Written Estimate, the Pet Owner: (a) chose to receive Referral Services at a Referral Centre; (b) received OOH Services at a third-party FOP; or (c) received OOH Services at an OOH Centre.	Please refer to row 1.11 above. The same logic applies with respect to written updates, such that by extension FOPs should not be required to provide written updates if pet owners have received OOH Services at an OOH Centre or OOH Services at a third-party FOP. The Final Report acknowledges that it is unlikely that a vet would know about any changes in costs once a pet is under the care of a Referral Centre (see Part B, paragraph 4.32). <i>inspiring vet care</i> submits that it is also unlikely that a FOP vet would know about any changes in costs if a pet has received OOH Provider Services or OOH Services at a third-party FOP (or vice versa). There is no system for such information exchange between a FOP and an OOH provider or a third-party FOP, and such a requirement would be unduly burdensome and impracticable for both FOPs and OOH providers. <i>inspiring vet care</i> does not consider this same issue to arise with respect to OOH FOP Services (excluding the above carve-out), where a vet would have access to the details of previous costs paid under a Treatment Pathway at that specific FOP (and vice versa).
1.14	Draft Explanatory Note, paragraph 87	Article 11(1) provides that a Veterinary Business which provides primary care, whether during normal working hours or outside normal working hours (ie in a FOP or location providing OOH FOP Services Centre), must provide a Written Estimate in certain cases. Those are cases in which a Veterinary Professional recommends a Treatment Pathway	Please refer to row 1.11 above.

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		which is reasonably likely to meet or exceed a specific Monetary Threshold (initially £500 inclusive of VAT), where at least 20% of those likely costs are costs that have yet to be incurred and may be incurred in future.	
1.15	Draft Explanatory Note, paragraph 103	Alternative Proposal Article 11(5) states that, to the extent that the Treatment Pathway involves diagnostic tests and/or treatments provided at a FOP or location providing OOH FOP Services Centre, the Written Estimate must contain a breakdown of the main, distinct and separately priced components of under two categories: (a) diagnostic tests and/or treatments already provided or chosen; and (b) diagnostic tests and/or treatments reasonably likely to be provided subsequently.	Please refer to row 1.9 above.
1.16	Draft Explanatory Note, paragraph 103	Alternative Proposal Article 11(5) states that, to the extent that the Treatment Pathway involves diagnostic tests and/or treatments provided at a FOP or location providing OOH FOP Services Centre, the Written Estimate must contain a breakdown of the main, distinct and separately priced components under two categories: (a) diagnostic tests and/or treatments already provided or chosen in the 1 Month period prior to the date on which the Veterinary Professional provides the relevant written estimate to the Pet Owner for any outstanding costs which have not been paid by the Pet Owner; and (b) diagnostic tests and/or treatments reasonably likely to be provided subsequently.	Please refer to row 1.9 above.
1.17	Draft Explanatory Note, paragraph 105	To comply with Article 11(5), where a Treatment Pathway involves diagnostic tests and/or treatments provided at a FOP	Please refer to row 1.11 above.

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		or location providing OOH FOP Services Centre , Veterinary Businesses should seek to provide a breakdown of costs at a level of detail that is commensurate with the Veterinary Professional's level of confidence in the estimated amounts and the extent to which the cost of the main, distinct and separately priced components can reasonably be identified. This will help ensure that written estimates do not imply a misleading degree of precision and will signal to Pet Owners the degree of certainty associated with the estimated costs.	
1.18	Draft Explanatory Note, paragraph 112	Article 11(10) provides that the requirement for an updated Written Estimate does not apply where, having received the original Written Estimate, the Pet Owner: (a) chose to receive diagnostic tests and/or treatments at a Referral Centre; (b) received OOH Services at a third-party FOP; or (c) received OOH Services at an OOH Centre . This exception applies irrespective of whether the Referral Centre the Pet Owner has been referred to is connected to the Veterinary Business through common ownership or other links or if it shares premises with another business, including a FOP, but is otherwise operationally independent.	Please refer to row 1.13 above.
1.19	Alternative proposal: Draft substantive Order, Part 3, new Article 11(2)	Alternative proposal: Each Veterinary Business providing OOH Provider Services or Referral Services must give Pet Owners a written estimate of the reasonably likely costs of the treatment to be provided by that Veterinary Business where the Veterinary Professional assessing the relevant Pet estimates that: (a) the total cost of the treatment to be provided by that Veterinary Business is reasonably likely to meet or exceed the Monetary Threshold; and (b) the element of the total cost in (a) that relates to costs that may be incurred in the future exceeds 20% of the Monetary Threshold.	Alternative proposal: In the alternative to rows 1.11 and 1.13 above, <i>inspiring vet care</i> considers that, at a minimum, the obligation for the provision of written estimates for OOH Provider Services should be separated from the same obligations in respect of FOP Services and OOH FOP Services. In respect of OOH Provider Services, providers should only be required to provide a written estimate for their treatment recommended by them. For the reasons outlined at rows 1.11 and 1.13 above, the providers of OOH Provider Services do not have the required information or insight to provide the backward- or forward-looking elements of written estimates in a way that would be meaningful or helpful for Pet Owners. It is for these reasons that it is critical that the CMA amends the scope of this remedy, either as set out in rows 1.11 and 1.13 above or as set out in this row, because it is not workable for OOH Provider Services to be

#	Document and clause / paragraph reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
			captured by the obligations set out in Article 11 in the same way as FOP Services or OOH FOP Services. If the CMA accepts this proposal for OOH providers, <i>inspiring vet care</i> considers that the same approach would be workable with respect to Referral Services. <i>inspiring vet care</i> supports bringing Referral Services within the scope of the remedy, provided this is limited to situations where a written estimate is provided by a referral vet only in respect of the Referral Services being provided. Requiring referral vets to provide written estimates for tests/treatments conducted outside Referral Services creates a significant risk of causing confusion for Pet Owners. Referral vets are unlikely to have visibility of, or expertise in estimating, the ongoing care and associated costs that may be incurred for services provided elsewhere (e.g. a FOP). Referral vets will also typically have no access to information regarding amounts already spent by a pet owner on services provided elsewhere. As a result, it would not be possible for referral vets to undertake any meaningful retrospective assessment of costs incurred across the pet's wider treatment journey, meaning, in practice, the backward-looking element required under the current definition of a Treatment Pathway could not be provided. If Referral Services were brought into the scope of Article 11, this would result in Pet Owners receiving multiple estimates from different providers at various stages of the treatment journey for the pet. This would create duplication, add complexity, and risk causing Pet Owner confusion rather than improving transparency or supporting informed decision-making. Instead, if Referral Services are brought into the scope of Article 11, this should only apply to situations where the written estimate is provided by a referral vet in respect of services delivered at the Referral Centre. For completeness, <i>inspiring vet care</i> understands that, if the CMA accepts <i>inspiring vet care's</i> proposed edit at row 1.6 above, limb (b) of the test for assessing when a Veterinary Professional needs to provide a written estimate (relating to costs incurred in the future exceeding 20% of the Monetary Threshold) would subsequently be rendered void and should be removed.

#	Document and clause / paragraph reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
1.20	Draft substantive Order, Article 19 (4)	(4) Veterinary Businesses which provide OOH Services are prohibited from including terms in New Contracts which have the object or effect of: (a) requiring a Veterinary Business operating a FOP to give more than 12 months' notice to terminate the contract (a Prohibited Notice Provision); and (b) requiring a Veterinary Business operating a FOP which has given and served due notice (of not more than 12 months) to make any payment which is specific to the termination of the contract or, where that Veterinary Business operating a FOP has not served due notice, require that business to make a payment in lieu of notice for a period which exceeds the duration of the unserved part of the notice period (which shall not be more than 12 months) or which exceeds the amount of the price, fees and/or anticipated lost income, as relevant, the business would be contractually bound to pay for the OOH Services for Household Pets in the unserved part of that notice period (a Prohibited Payment Provision).	Subject to the clarification requested below, <i>inspiring vet care</i> supports the proposed changes to OOH contract arrangements. <i>inspiring vet care</i> agrees that the remedies should facilitate practice mobility and reduce unnecessary barriers to switching, while maintaining a framework that enables OOH providers to continue delivering sustainable and effective out-of-hours services. <i>inspiring vet care</i> proposes this amendment to more explicitly clarify that recovery of anticipated lost income by an OOH Service Provider, where a Veterinary Business operating a FOP fails to serve the applicable notice period (of up to 12 months) under an OOH contract would not constitute a Prohibited Payment Provision under Article 19(4)(b). <i>inspiring vet care</i> notes that its proposed amendment is consistent with the description of remedy 11 in the CMA's Final Report, Part B, paragraph 6.29 which states that "[e]arly termination charges are typically determined, wholly or at least in large part, by the notice period in the relevant contracts, with FOPs required to pay a sum equivalent to the number of remaining monthly fees and/or anticipated lost income for the length of the notice period." This clarification is necessary because under many OOH contracts the relevant FOP does not pay a monthly subscription price or service fee to the OOH Service Provider, with the OOH provider instead deriving its income directly from pet owners who access the service. Accordingly, in circumstances where the FOP terminates the OOH contract without serving its full notice period, the financial impact of an early termination is more appropriately measured by reference to the OOH Service Provider's anticipated lost income attributable to the unserved portion of the notice period. Clarifying that the recovery of anticipated lost income in respect of an unserved notice period (which may not exceed 12 months) is permissible would better reflect the commercial structure of outsourced OOH arrangements and ensure that the Order operates consistently with the CMA's stated intention in the Final Report. It would also help preserve the contractual certainty and continuity of income that the CMA recognised as important to the viability of OOH service provision, enabling OOH providers such as <i>inspiring vet care</i> to continue supporting the delivery of out-of-

#	Document and clause / paragraph reference	<i>inspiring vet care proposal</i>	Explanation for <i>inspiring vet care</i> proposed amendment
			hours veterinary care, which FOPs have regulatory obligations to make available outside their normal opening hours.
1.21	Draft Explanatory Note, paragraph 159	Where a contract is terminated without the required notice, Article 19(4)(b) caps any termination payment at the sum the Veterinary Business operating FOPs would be required to pay in the unserved portion of the notice period, up to a maximum of 12 months. For example, where a contract requires that business to give 12 months' notice and it terminates the contract after giving only 6 months' notice, any termination payment must be capped at the price, fees and/or anticipated lost income, as relevant , the business would be bound to pay for the remaining 6 months of the notice period. A requirement to make a greater payment would be a Prohibited Payment Provision under Article 19(34)(b).	Please refer to row 1.20 above.

2. *inspiring vet care* – further comments on the draft Order

	Part / Article reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
2.1	Part 1, Article 2	‘Cremation Services’ means S services a Veterinary Business provides relating to the individual or communal for and in connection with cremation of a deceased Pet’s body.	<i>inspiring vet care</i> recommends refinement of this definition so that the nature of the obligation in Article 20(5)(b) is more clearly delineated. Article 20(5)(b) refers to discretionary add-ons that are an extra to a Cremation Service. However, pursuant to the CMA’s original drafting, it is not clear that such an add-on would not itself be a service provided “in connection with” a cremation (e.g. it is not necessarily clear that such add-ons would not themselves satisfy the definition of “Cremation Service”). <i>inspiring vet care</i> ’s proposed refinement also more clearly reflects FDR Part B, paragraph 7.1(d). <i>inspiring vet care</i> has also uncapitalised “Services”, as it is not a defined term in the draft substantive Order.
2.2	Part 1, Article 2	‘FOP Services’ means primary veterinary care and related services provided in a FOP during normal working hours.	We have removed the reference to “related services” on the basis that “primary veterinary care” should encompass all relevant services.
2.3	Part 1, Article 2	‘OOH Centre’ means the site, premises or location at which a Veterinary Business provides OOH Provider Services, which, for the avoidance of doubt, shall include where OOH Provider Services are provided within a host FOP.	<i>inspiring vet care</i> has proposed additional clarificatory wording to cover the scenario where OOH Services are provided by an outsourced provider at a host FOP outside of its normal working hours.
2.4	Part 1, Article 2	‘OOH Services’ means primary veterinary care and related services that are provided at a site, physical premises, or a set of mobile facilities and equipment and at times when the veterinary practice where the animal is registered or has commenced treatment is closed.	<i>inspiring vet care</i> has proposed an addition to specify the location, to align the definition of OOH Services with the approach applied in relation to the definition of FOP, OOH Centre, and Referral Centre, whereby the location is also incorporated into the respective definitions. <i>inspiring vet care</i> has also proposed an edit to more accurately reflect the status of an animal when it is brought for care during out-of-hours periods.
2.5	Part 1, Article 2	‘Written Prescription’ means a formal physical or electronic document, issued by a vet, which authorises a pharmacist, vet or SQP to dispense specific medications. It must include, among other things, certain information	We have tweaked this definition for clarity, to reflect the fact that this list of what a written prescription must include is not exhaustive.

	Part / Article reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
		including the relevant dosage and instructions on how to administer.	
2.6	Part 2, Article 4(6)	For the purposes of this Part, Pet Owner Communications means, any communications directed at Pet Owners including, as the case may be, the use (whether digitally or in paper or other form) of: (a) Advertising and marketing materials (which shall not include vehicle liveries); (b) Welcome materials provided to Pet Owners on registration with or first use of a Practice; (c) Appointment confirmations; (d) Communications on branded stationery; and (e) Newsletters.	<i>inspiring vet care</i> welcomes the CMA's edits to this definition which (i) specify that this is an exhaustive list; (ii) reflect that veterinary businesses may not produce all of the materials listed in this definition and (iii) explicitly carve out vehicle liveries. However, <i>inspiring vet care</i> has concerns that the inclusion of "any communications directed at Pet Owners including" cuts across (i) and (iii) above. This broad 'catch-all' addition runs counter to the specificity of the list below and would inadvertently capture other materials, such as invoices, which would impose an undue administrative burden on practices to include Ownership Information on all communications.
2.7	Part 2, Article 7(2)(e)	where the Price List refers to the price for a dental assessment, castration, spay (traditional/open) or spay (laparoscopic/keyhole): (i) the price includes each of the following components which the Veterinary Business considers are typically necessary for the treatment: (1) general anaesthesia; (2) local anaesthesia; (3) sedation; (4) post-operative pain relief; (5) hospitalisation and monitoring; (6) pre-operative blood tests; (7) post-operative check-ups; (8) X-ray (if applicable); and	<i>inspiring vet care</i> notes that it is increasingly market practice to X-ray as a routine part of dental assessments. This change in practice is evidence-based and reflects evolving clinical standards aimed at improving outcomes for animals. <i>inspiring vet care</i> therefore considers it important that, where this is applicable, this is made clear to Pet Owners. <i>inspiring vet care</i> believes that it would be clearer for Pet Owners if the inclusion (or not) of an X-ray in a dental assessment is specified within the price list. This would also facilitate easier comparison between FOPs.

	Part / Article reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
		(ii) the line or section of the Price List displaying the price for the treatment includes checkboxes that clearly indicate which of the components listed in Article 7(2)(e)(i) are included in the price for the treatment and which are not.	
2.8	Part 4, Article 14(7)	The Primary Notice must be displayed in at least A2 A4 size and Secondary Notices must be displayed in at least A3 A4 size.	<i>inspiring vet care</i> notes that many practices, including small independent practices, have space constraints meaning that it would not be practicable to display an A2 size notice, particularly when considering the volume of information that is required to be displayed (including, for example, under Article 5). <i>inspiring vet care</i> notes that the proposed design of the notices is already very prominent such that mandating large notice sizes is not necessary.
2.9	Draft schedule 2, Standard Written Prescription Notice	The same medicines may be significantly cheaper online	<i>inspiring vet care</i> considers that the messaging included here is stronger than necessary to achieve the purpose of the prescription materials of raising the awareness of pet owners. <i>inspiring vet care</i> therefore proposes that the word “significantly” is removed to balance the tone of the messaging with its aim. While medicines purchased online may be cheaper in some cases, the term “significantly” is undefined and may overstate the extent or consistency of any saving. It may also give undue prominence to price over other relevant considerations, including timely access to treatment and follow-up care.
2.10	Draft schedule 2, Standard Written Prescription Notice	You will receive a digital copy by the end of the second Working Day following your consultation or a paper copy by the end of your consultation	<i>inspiring vet care</i> proposes this amendment to ensure consistency between the timeframes set out in the draft substantive Order and the Standard Written Prescription Notice.
2.11	Draft schedule 2, Standard Written Prescription Notice	*In some cases, such as for injectable medicines , there may be clinical or regulatory reasons why a written prescription is not available	<i>inspiring vet care</i> considers it prudent to include reference to injectable medicines here as there are certain situations in which it would not be appropriate for Pet Owners to source or administer injectable medications. For example, section 4.24 of the RCVS Code of Professional Conduct states that when a vet prescribes a POM-V or POM-VPS medicinal product, they must <i>inter alia</i> be satisfied that the person who will use the product is competent to use it safely. <i>inspiring vet care</i> 's Small Animal UK Clinical Board advises that chronic injectable medication other than insulin and immunotherapy should only be administered by a Pet Owner in exceptional circumstances, as there is too much scope for error with both dosage and the injection process with these

	Part / Article reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
			medications. Furthermore, the regular visits to the practice for administration of the medication allow the vet to monitor the case and make dosage adjustments or add in additional therapy as and when needed. This approach is generally regarded as standard practice consistent across the market. <i>inspiring vet care</i> also suggests that the font size of this disclaimer be significantly increased so that it is at least the same size as the other (non-headline) text on the Notice, given its importance for both Pet Owner understanding and animal welfare.
2.12	Draft schedule 3, Standard Flyer for Ongoing Medication	The same medicines may be significantly cheaper online	Please refer to row 2.9 above.
2.13	Draft schedule 3, Standard Flyer for Ongoing Medication	*In some cases, such as for injectable medicines , there may be clinical or regulatory reasons why a written prescription is not available	Please refer to row 2.11 above.
2.14	Draft schedule 3, Standard Flyer for Ongoing Medication	For repeat prescriptions small monthly savings can build up become hundreds of pounds over time	<i>inspiring vet care</i> considers that the messaging included here is stronger than necessary to achieve the purpose of the prescription materials of raising the awareness of pet owners. <i>inspiring vet care</i> therefore proposes that a more general message on the potential monthly savings is included to balance the tone of the messaging with its aim.
2.15	Draft schedule 4, Complaint Log, "Lookups" sheet, "Outcome" column	Mediation declined by the pet owner	<i>inspiring vet care</i> believes that "Mediation declined by the pet owner" should be removed as an "Outcome", as it cannot be reported accurately. Veterinary Businesses have an obligation to signpost that mediation is available; however, mediation is not "offered" and therefore is not accepted or declined. A lack of action by the relevant Pet Owner will not be communicated to a Veterinary Business. <i>inspiring vet care</i> proposes a more effective way of reporting mediation in the Complaint Log, as detailed in row 2.17 of this table.
2.16	Draft schedule 4, Complaint Log, "Lookups" sheet, "Outcome" column	<u>Outcome</u> Resolved at practice level through practice's Complaint Process Resolved at practice level with support from VCMS	<i>inspiring vet care</i> does not believe that the draft Complaint Log's ["Outcome"] and ["Actions Taken"] Lookups accurately reflect how veterinary businesses categorise and respond to Complaints, not least as Complaints can have multiple elements – such as where a Complaint has been (a) upheld; or (b) partially upheld. <i>inspiring vet care</i> accordingly proposes to have a simpler "Outcome" Lookup and

	Part / Article reference	<i>inspiring vet care proposal</i>	Explanation for <i>inspiring vet care</i> proposed amendment
		Mediation declined by the pet owner Out of remit for mediation Resolved during mediation Mediation concluded without a resolution Civil legal claim—professional negligence claim made (pre-action protocol letter of claim sent and Professional Indemnity Insurers dealing) No outcome—Actionable Complaint progressing through the practice's Complaint Process Out of remit for mediation include the following circumstances: The Actionable Complaint may be resolved through the Veterinary Business's Complaint Process. It has been more than 12 months since the Veterinary Business provided a final response to the pet owner's Actionable Complaint. In cases where the Veterinary Business does not provide a response to the pet owner's Actionable Complaint, a request to mediate is made by the pet owner more than 12 months and eight weeks of the date the complaint became an Actionable Complaint. The ADR provider reasonably considers that the Actionable Complaint is frivolous or vexatious The Actionable Complaint is the subject of ongoing court proceedings The Actionable Complaint has previously been subject to another form of ADR, provided that the pet owner entered into that process voluntarily and the Veterinary Business engaged in it in good faith.	proposes moving some of the additional detail in the CMA's draft "Outcome" Lookup into subsequent lookups (as demonstrated in the following row in this table).

	Part / Article reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
		Not Upheld Partially Upheld Upheld Withdrawn by complainant Ongoing	
2.17	Draft substantive Order, schedule 4, Complaint Log, “Lookups” sheet, “Actions taken by practice/Veterinary Business” column / Draft Explanatory Note, paragraphs 169 – 175.	<u>Actions taken by practice/Veterinary Business</u> Complaint not upheld – no action Complaint not upheld – goodwill gesture made Issue acknowledged and apology made Explanation given as to why an issue occurred and what has been, or is being, done to prevent it happening again Non-financial gesture of goodwill made – eg further veterinary care or services provided or free product such as a bag of dog food provided Financial payment No action – Complaint Process still underway Apology provided Explanation provided Process improvement identified / implemented Staff feedback, coaching or training completed Goodwill gesture - payment, refund or waiver made Goodwill gesture - Non-financial No action required Financial payment, refund, or waiver	As stated in the previous row of this table, <i>inspiring vet care</i> does not believe that the draft Complaint Log’s [“Outcome”] and [“Actions Taken”] Lookups accurately reflect how veterinary businesses (i) categorise and (ii) respond to Complaints. Therefore, <i>inspiring vet care</i> has moved much of the detail from the current [“Outcome”] Lookup into the new [“Actions Taken”] Lookup. Additionally, <i>inspiring vet care</i> has added an additional Lookup (/column) for [“Formal complaint concluded in”]. This lookup will allow practices/Veterinary Businesses to accurately capture the resolution of Complaints. <i>inspiring vet care</i> believes the new [“Outcome”], [“Actions Taken”], and [“Formal complaint concluded in”] Lookups will lead to more accurate reporting of Complaints. This will be beneficial for both Veterinary Businesses and the RCVS and, going forward, is more likely to improve Complaint Processes (and the experience of Pet Owners). As previously stated, <i>inspiring vet care</i> believes that “Mediation declined by the pet owner” should be removed as an “Outcome”, as it cannot be reported accurately. Accordingly, <i>inspiring vet care</i> has edited the mediation entries in this Lookup to reflect the separate ways in which a Complaint that involves mediation can be concluded. <u>Separately</u>, <i>inspiring vet care</i> does not believe that the draft substantive Order, the draft Complaint Log, or the draft Explanatory Note reflect that the Veterinary Defence Society (the “VDS”) offers a professional indemnity insurance process that can run in parallel to the CMA’s proposed Complaint Log remedy. For example, in the event that

	Part / Article reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
		<u>[Note to CMA: Additional Lookup/column] Formal complaint concluded in</u> Resolved at practice level through the practice's Complaint Process Resolved at practice level with support from VCMS Out of remit for mediation Resolved during mediation Mediation concluded without a resolution Civil legal claim - professional negligence claim made (pre-action protocol letter of claim sent and Professional Indemnity Insurers are dealing with the Complaint)	a vet amputated the wrong limb of a pet, this would likely not be dealt with as a Complaint but as a VDS insurance claim. This issue is likely to arise across all businesses/practices in respect of claims handled by insurers generally. Accordingly, <i>inspiring vet care</i> has added a new “Outcome” for “Civil legal claim – professional negligence claim made (pre-action protocol letter of claim sent and Professional Indemnity Insurers are dealing with the Complaint)”. <i>inspiring vet care</i> would be grateful if the CMA could explain in the Explanatory Note – amending the proposed Complaint Log addition as necessary – whether VDS insurance claims are to be counted as Actionable Complaints, where the actions relating to any such insurance claims do not otherwise amount to Complaints.

3. *inspiring vet care* further comments on draft substantive Undertaking

	Clause / paragraph reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
3.1	Article 2	‘Cremation Services’ means S services a Veterinary Business provides relating to the individual or communal for and in connection with cremation of a deceased Pet’s body.	Added for consistency with the draft substantive Order. Please refer to <i>inspiring vet care</i> ’s comment on this definition in the draft substantive Order.
3.2	Article 2	‘Laboratory Services’ means services which provide diagnostic tests.	Added for consistency with the definitions included in the draft substantive Order. This definition is required for the amendment to Veterinary Services (below).
3.3	Article 2	‘Month’ means calendar month.	Added for consistency with the definitions included in the draft substantive Order. This amendment will also need to be tracked throughout the document for consistency.
3.4	Article 2	‘Ongoing Medication’ means a prescribed medication which involves a second (or more further) issue of the same medication, to treat the same condition, without any interruption or gap in the course of the medication.	<i>inspiring vet care</i> has proposed this edit to align with the definition in the draft substantive Order.
3.5	Article 2	‘OOH Centre’ means the site, premises or location at which a Veterinary Business provides OOH Provider Services, which, for the avoidance of doubt, shall include where OOH Provider Services are provided within a host FOP.	Please refer to <i>inspiring vet care</i> ’s comment on the draft substantive Order (Part 1, Article 2).
3.6	Article 2	‘OOH Services’ means primary veterinary care and related services that are provided at a site, physical premises, or a set of mobile facilities and equipment and at times when the veterinary practice where the animal is registered or has commenced treatment is closed.	Please refer to <i>inspiring vet care</i> ’s comment on the draft substantive Order (Part 1, Article 2).
3.7	Article 2	‘Referral Centre’ means a veterinary P practice or animal hospital that offers services accessed via a referral from one qualified Veterinary Professional to another and where such referral work forms a substantial part of the veterinary practice or animal hospital offering it . Veterinary P professionals at such a veterinary practice or animal	<i>inspiring vet care</i> has suggested these edits to align with the definition in the draft substantive Order.

	Clause / paragraph reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
		hospital may have a particular specialism (for example, specialist imaging, dentistry or complex surgery).	
3.8	Article 2	'Referral Services' means services that can only be accessed via a referral from one qualified Vet to another. This may include, for example, specialist imaging, dentistry or complex surgery.	Added for consistency with the definitions included in the draft substantive Order. This definition is required for the amendment to Veterinary Services (below).
3.9	Article 2	'Veterinary Services' means the provision of: (a) FOP Services and OOH FOP Services; (b) OOH Provider Services; (c) diagnostic Laboratory Se services; (d) animal hospital services; (e) R referral centre Services; (f) pet - c remation Services; (g) Pet Care Plans; and (h) prescribed veterinary medicines.	<i>inspiring vet care</i> has suggested these edits to align with the definition in the draft substantive Order.
3.10	Article 5.4	The RCVS shall publish on its website notice of any updated Monetary Threshold including the date from which it is to apply as soon as possible and no later than five Working Days of after the updated Monetary Threshold being has been communicated by the CMA to the RCVS. Following publication of the updated Monetary Threshold, there must be an implementation window of at least three Months to allow all Relevant Veterinary Businesses to adjust their internal policies and procedures accordingly.	Relevant Veterinary Businesses will require sufficient lead time between an update to the Monetary Threshold and roll out of any changes to their internal policies and procedures to reflect this.

4. *inspiring vet care* further comments on draft Explanatory Note to the substantive Order

	Paragraph reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
4.1	New paragraph 47	For the avoidance of doubt, a FOP or Referral Centre which outsources OOH Services to a Veterinary Business providing OOH Provider Services shall not be in breach of the requirements of Articles 4 and 5 in respect of any information it publishes in accordance with its obligations under Article 6(1) where the Veterinary Business providing OOH Provider Services has not provided it with information that complies with Articles 4 and 5.	<i>inspiring vet care</i> proposes that the CMA makes clear that businesses will not be in breach of the requirements of remedy 1 (under Articles 4 and 5) in respect of Practice Information that they are required to publish under Article 6(1)(b) relating to their OOH provider, where the OOH provider fails to provide them with information which is compliant with remedy 1.
4.2	Paragraph 49	Article 6(1) provides that the Practice Information must be published on the website relating to each FOP, OOH Centre or Referral Centre and displayed in each FOP, OOH Centre or Referral Centre premises. In doing so, Veterinary Businesses must ensure that they satisfy the requirements of Article 4, which, among other things, specifies how information should be presented and made accessible to Pet Owners both on a website and in premises. The Practice Information must be kept up to date, with any changes being made on the relevant websites and in practices as soon as is reasonably practicable and in any case within one week of the information needing amendment in order to remain accurate. A FOP or Referral Centre which outsources OOH Services to a Veterinary Business providing OOH Provider Services shall not be in breach of the requirements of Article 6(1)(c) where the Veterinary Business providing OOH Provider Services has not provided it with up to date information in writing (which, for the avoidance of doubt, may take place by physical letter, by email, or by other electronic means) for publication.	<i>inspiring vet care</i> considers that it would impose an undue administrative burden if a FOP or Referral Centre were required to constantly verify that the information provided by their outsourced OOH provider is up to date. <i>inspiring vet care</i> has therefore suggested this addition to avoid a situation where a FOP or Referral Centre is inadvertently in breach of its obligations as it has not been informed that its outsourced OOH provider's details (such as its telephone number) have been updated.

	Paragraph reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
4.3	Paragraph 71	Article 9(3) provides that where a Veterinary Business states, claims or indicates that a Pet Owner could save money by purchasing a Pet Care Plan (when compared with purchasing the products or services separately outside the Pet Care Plan) this must be accompanied either (i) in the same place as it makes that statement, claim or indication; or (ii) through a link to webpage operated by or on behalf of that Veterinary Business by the following information:	Please refer to <i>inspiring vet care</i> 's comment on the draft substantive Order (Article 9(3)) at row 1.5 above.
4.4	Paragraph 83	As set out in Article 10(6), information Veterinary Businesses are required to provide to the RCVS under Article 10 must be submitted to the RCVS using either (i) the web form to be made available to Veterinary Businesses by the RCVS for this purpose (the Find a Vet Web Form) or (ii) an alternative method approved by the RCVS. The use of the standard web form will enable the RCVS to more readily process the data in the first instance, but Article 10 also provides for the possibility that the RCVS may design or approve a different method in future. Such alternative data transfer methods (for example, web-scraping , API integration or CSV/Excel uploads) may be approved by the RCVS as a means by which Veterinary Businesses can satisfy their obligations under Article 10, provided such methods are suitable, feasible and capable of maintaining data integrity.	<i>inspiring vet care</i> is pleased that the CMA has actioned <i>inspiring vet care</i> 's comment on the draft substantive Order at the informal consultation stage to remove the requirement for information published, displayed or provided on a website to be made available in a format which enables data scraping. <i>inspiring vet care</i> proposes the reference to web scraping is removed from the draft Explanatory Note to ensure consistency with the draft substantive Order.
4.5	Paragraph 140	Once a written prescription has been requested, the Vet must either provide a hard copy to the Pet Owner by the end of the consultation or prepare a digital copy of the prescription within two Working Days by the end of the second Working Day following the consultation in which the medication is prescribed or, in cases where the request is made outside of a consultation, by the end of the second Working Day following the request. This digital copy must be ready, within these timeframes , to send to the Pet Owner's nominated Authorised Online Pharmacy (or to provide to the Pet Owner directly) once the Pet Owner has informed the Veterinary Business which Authorised Online Pharmacy	<i>inspiring vet care</i> proposes this amendment to ensure consistency between the timeframes set out in the draft substantive Order and the draft Explanatory Note.

	Paragraph reference	<i>inspiring vet care</i> proposal	Explanation for <i>inspiring vet care</i> proposed amendment
		they are going to use. It must be sent as soon as reasonably possible practicable after that.	
4.6	Paragraphs 169 – 175	N/A – <i>inspiring vet care</i> is not proposing a specific amendment and instead requesting additional guidance from the CMA.	Please refer to row 2.17 above.

5. *inspiring vet care* comments on draft Annex 1 (indicative price list)

	Paragraph Reference	<i>inspiring vet care</i> Proposal	Explanation for <i>inspiring vet care</i> proposed Amendments
5.1	Annex 1: Indicative price list, category 3	Where the Price List refers to “Spay (traditional/open)* the definition to support practice implementation should be updated as follows: Midline ovariohysterectomy, or equivalent .	This reflects that a midline ovariohysterectomy is just one example of available procedures within this category.

6. *inspiring vet care* comments on RCVS monitoring proposal

	Paragraph Reference	<i>inspiring vet care</i> Proposal	Explanation for <i>inspiring vet care</i> proposed Amendments
6.1	RCVS Monitoring Proposal, paragraph 2.11	Contracts for out of hours (OOH) provision to be monitored by the CMA Requirement not to use for new (or enforce for existing) out-of-hours contracts notice periods which are longer than 12 months, with no payments required unless a FOP stops using the services before the notice period expires.	<i>inspiring vet care</i> proposes this amendment to align the RCVS' description of Remedy 11 with the key proposals of the Final Report.
6.2	RCVS Monitoring Proposal, paragraphs 3-19	N/A - <i>inspiring vet care</i> proposes the CMA references "court/debt collection" within paragraphs 3 to 19 to align with the RCVS Monitoring Proposal, Annex A.	The draft RCVS Monitoring Proposal, Annex A includes a reference to "court/debt collection" as a final step for practices that are not compliant with the Registration aspect of the RCVS' monitoring toolkit. There is no explanation of this within the RCVS Monitoring Proposal itself, which could lead to confusion across the veterinary sector. <i>inspiring vet care</i> proposes that the CMA aligns Annex A with the main body of the RCVS Monitoring Proposal, by including wording explaining how the stage of "court/debt collection" would be reached. <i>inspiring vet care</i> notes the reference to debt collection within Article 4(6) of the draft funding Order (and its draft Explanatory Note) and presumes that the CMA will reference the funding Order in its new explanation within the RCVS Monitoring Proposal.
6.3	RCVS Monitoring Proposal, Annex A	The CMA/RCVS should add a PSS specific flowchart on page 1 of Annex A in the same style and with the same content as VCMS and Profcon.	<i>inspiring vet care</i> proposes including a PSS specific flowchart on page 1 of Annex A. This is because PSS is included alongside VCMS and Profcon: (i) in paragraphs 6 and 16 of the RCVS Monitoring Proposal; and (ii) as a header on page 2 of Annex A. Accordingly, PSS should have its own flowchart on page 1 of Annex A. <i>inspiring vet care</i> suggests that this PSS specific flowchart should be in the same style and have the same content as VCMS and Profcon.