Competition and Markets Authority

Veterinary Services Market Investigation

Medivet Group Limited's Response to the CMA's Formal Consultation on the Draft Veterinary Services Market Investigation Order 2026

Section 1 — Overview

Medivet Group Limited ("**Medivet**") welcomes the opportunity to respond to the Competition and Markets Authority's ("**CMA**") formal consultation, published on 21 July 2026, on the draft Veterinary Services Market Investigation Order 2026 (the "**Draft Order**"). Medivet operates more than 330 practices across the United Kingdom and will be directly and materially affected by the final Order. This submission is made in the same constructive spirit as Medivet's response to the CMA's informal consultation of 26 June 2026 (the "**Informal Submission**") and should be read alongside it.

Medivet's response focusses on a limited number of targeted representations which concern areas where only a modest amendment or clarification would make a remedial solution more readily capable of effective implementation, ensure the remedy is proportionate, or make the remedy more effective for pet owners. In each case, Medivet's representations ensure the remedial solution remains in compliance with the CMA's conclusions outlined in the Final Decision Report published on 24 March 2026 (the "**Final Report**" or "**FDR**") and do not limit or diminish the likelihood of achieving the outcomes the CMA seeks to achieve. Medivet's representations can be split into the following categories:

- Practical operation of the written estimates and price list remedies across a large, multi-site estate (Sections 2.1 to 2.4B);
- Colleague welfare (Section 2.5);
- Remedy implementation and interplay with future acquisitions (Section 2.6);
- Practical operation and implementation of the pet care plan remedy, including its application to space-constrained media (Sections 2.7 to 2.9 and Section 2.12);
- The complaints remedy and the monitoring and self-reporting regime (Sections 2.10 and 2.11); and
- Comments on four documents published for the first time during this consultation (Section 3).

Capitalised terms used herein that are not otherwise defined shall have the same meaning given to them in the Draft Order.

Section 2 — Representations on the Draft Order

2.1 Written Estimates — the retrospective element of the Treatment Pathway requires a defined temporal limit (Article 2, definition of "Treatment Pathway"; Article 11)

The Final Report decided that the Treatment Pathway calculation should include diagnostic tests already carried out or chosen by the pet owner (FDR Part B, paragraph 4.80). While the Draft Order reflects the Final Report in so far as it does not specify a temporal limit for the retrospective element of the remedy (see FDR Part B, paragraph 4.82), an unrestricted look-back period is unworkable in practice.

As drafted, the Draft Order would require veterinary professionals to manually review historic clinical records when preparing written estimates, creating a significant administrative burden with limited additional benefit for pet owners. As the period under review increases, and for animals with significant co-morbidities, it also becomes progressively more difficult to determine which historic diagnostic tests or treatments are relevant to the condition for which the estimate is being provided, which risks creating

uncertainty, inconsistent application and risk of inadvertent Order breach. The clinical examples given in Medivet's Informal Submission illustrate the difficulty: whether a current lameness relates to a fracture seven years earlier, or whether a cough treated in one year was the first manifestation of asthma diagnosed two years later, are questions that clinical medicine frequently cannot answer with confidence — and the consequences of a defensively over-inclusive linkage extend beyond the estimate itself, including to the clinical record on which pet insurance coverage decisions rely.

Medivet understands from its engagement across the sector that this concern is shared by independent practices and other large veterinary groups alike. To ensure the remedy is proportionate and operationally workable while still meeting its objectives, Medivet recommends that the final Order include a minimum look-back period — for example, limiting the mandated review of previous diagnostic tests and treatments to those undertaken within the preceding month. A minimum defined period would preserve the Final Report's design in the overwhelming majority of cases (where prior tests relevant to the presenting condition are recent), while removing the open-ended record-reconstruction exercise that an unlimited look-back imposes. Structured as a minimum look back period, this proposal would permit longer look back periods to be used at the discretion of the individual vet based on the clinical situation presented to them.

Requested amendment / clarification: Amend the definition of “Treatment Pathway” (or Article 11) to provide that diagnostic tests and treatments already provided are included in the Treatment Pathway only where undertaken within a defined period preceding the relevant recommendation — Medivet suggests one month — and where the Veterinary Professional, exercising reasonable care and skill, determines they were undertaken for the purpose of diagnosing, treating or managing the condition to which the Written Estimate relates.

2.2 Written Estimates — referral cost elements should be expressly indicative (Article 11(6))

Article 11(6) requires a Written Estimate to include the reasonably likely cost of Referral Services within a Treatment Pathway, together with advice to the Pet Owner to seek confirmation of the price from the referral provider. Medivet welcomes the clarification at paragraph 106 of the Draft Explanatory Note that veterinary professionals are not expected to make specific enquiries of referral centres or to consult published referral centre price lists when preparing an estimate.

Notwithstanding that clarification, referral costs will often depend on factors that are not known at the point of the first opinion consultation. The eventual cost of referral treatment may be materially affected by the clinical findings, procedures undertaken and complications encountered during specialist care — matters that first opinion veterinary professionals cannot reasonably be expected to predict or price accurately. The same is true, to a lesser degree, of any estimate prepared over the twelve-month horizon the Treatment Pathway contemplates: the Order rightly anchors the obligation in the Veterinary Professional's judgement exercised with reasonable care and skill, and an estimate prepared to that standard remains, necessarily, an estimate. Medivet therefore recommends that the final Order and/or the Explanatory Note make equally clear that estimates relating to referral treatment are necessarily indicative, prepared using reasonable care and skill based on the information available at the time, and are not to be interpreted as fixed quotations. This would help manage client expectations — to the benefit of pet owners and referral providers alike — while ensuring the remedy remains practical and proportionate for veterinary professionals.

Requested amendment / clarification: Confirm, in the Order or the Explanatory Note, that the referral element of a Written Estimate is indicative only, prepared with reasonable care and skill on the information available at the time of the recommendation.

2.3 Written Estimates — the "significant factors" confinement should be preserved and hardened (Article 11(4); Draft Explanatory Note paragraph 102)

Medivet's Informal Submission set out its concern that Article 11(4) (then Article 11(3)), read without qualification, would generate defensive caveat lists on the face of Written Estimates, to the detriment of the pet owners that the remedy is designed to inform. Medivet welcomes the addition of paragraph 102 of the Draft Explanatory Note, which explains that the disclosure applies where reasonably possible and is typically limited to material changes in the assessment of the nature, severity or extent of the Pet's condition of which the Veterinary Professional is specifically aware, rather than routine variations in treatment requirements or prices. That confinement substantially addresses the concern and, in Medivet's view, protects the clarity of the estimate for the pet owner.

Because the confinement is delivered through the Draft Explanatory Note rather than the operative text, Medivet asks that it be preserved in the final Explanatory Note in at least its current terms.

Requested amendment / clarification: Preserve paragraph 102 of the Draft Explanatory Note in the final version in at least its current terms.

2.4A Parasiticide Price List - limit the Parasiticide Price List to the top 10 products per FOP (Article 2(1))

Medivet supports the objective underlying Article 8: that Pet Owners should be able to see, clearly and in advance, the prices of the parasiticides most commonly sold at their FOP. Medivet's concern is with the mechanism. Limb (a) of the definition of "Most Common Parasiticides" in Article 2(1) — any Parasiticide of which 100 or more units were sold at the FOP in the previous financial year — does not produce a list of the most commonly sold products; it produces a list of every product exceeding a fixed volume floor, of unpredictable and potentially very substantial length. Medivet proposes that limb (a) be deleted and the definition recast so that the Parasiticide Price List comprises the top 10 Parasiticides by sales volume at each FOP in the previous financial year.

The Final Report's requirement is that FOPs publish the prices of their most commonly sold parasiticides. A top-10-by-volume test satisfies that requirement precisely and completely: by definition it captures the products Pet Owners at that FOP most commonly buy, and it does so on a basis that is consistent across every FOP and every Veterinary Business in the market. The 100-unit threshold, by contrast, operates arbitrarily as between practices: because a "Parasiticide" is defined at the level of the individual product variant (the unique combination of drug, formulation, dosage, volume and pack size), a busy FOP could be required to list several dozen product variants, while a smaller FOP lists 10. That divergence undermines the comparability between practices which Part 2 of the draft Order, and the Find a Vet Platform in particular, are designed to deliver.

A list of several dozen product variants does not empower Pet Owners; it overwhelms them. The CMA's own approach elsewhere in the draft Order — the defined Price List Schedule, the standardised species and weight categories in Article 7(2)(c) — reflects the principle that comparability requires standardisation and restraint in the volume of information presented. A fixed top-10 list per FOP applies the same principle to parasiticides: a consistent, digestible list of the products that account for the substantial majority of parasiticide purchases at that practice.

The proposal also materially reduces the compliance burden without any loss of consumer benefit. Under Article 8(2)(b) and Article 10(6)(b)(i), every price change to a listed Parasiticide must be reflected in the published list, and notified to the RCVS, before the revised price is charged. The operational burden of that obligation scales directly with the length of the list: maintaining pre-charge accuracy across an open-ended list of variants, at each of several hundred FOPs, and across the website, in-practice materials and the Find a Vet feed simultaneously, is a substantial and continuing undertaking. A fixed list of 10 items per FOP renders the same obligation workable, auditable and far

less prone to inadvertent technical breach — an outcome in the interests of the RCVS as monitor as much as of Veterinary Businesses.

Requested amendment / clarification: the definition of "Most Common Parasiticides" in Article 2(1) be amended to read:

"'Most Common Parasiticides' means, in respect of a FOP operated by a Veterinary Business, the top 10 Parasiticides by sales volume at that FOP in the Veterinary Business's previous financial year (or, where fewer than 10 Parasiticides were sold at that FOP in that year, all Parasiticides so sold)."

For completeness, Medivet notes that the deletion of limb (a) alone would not achieve a workable definition, since limb (b) as currently drafted operates only by reference to limb (a); the recast definition above is therefore proposed in substitution for the whole.

2.4B Parasiticide Price List — VMD confirmation and methodology (Article 8)

Medivet's Informal Submission acknowledged that the Final Report expressly engaged with the Veterinary Medicines Regulations 2013 (Part B, paragraphs 3.123 to 3.128), consulted the Veterinary Medicines Directorate, and concluded that the designed remedy would comply with regulation 11(3). Medivet's request is unchanged and limited: that the VMD's confirmation that the Draft Order as drafted — with its specific requirements as to authorised product names, brands, active ingredients, strengths, dosages and prices on publicly accessible websites — remains within the parameters the Final Report designed, be obtained and published alongside the final Order. Published confirmation would give every veterinary business a common, authoritative basis for compliance and remove a regulatory-conflict question that would otherwise persist across the sector.

Medivet also notes two contextual points relevant to the presentation of parasiticide pricing information. First, parasiticides remain prescription-led products: the Veterinary Professional, not the pet owner, determines the clinically appropriate product, dosage and frequency, and Medivet supports the prominence the Draft Order gives to the mandatory statement to that effect within the Parasiticide Price List. Secondly, parasiticides carry recognised environmental considerations, and any presentation that encourages volume-led purchasing decisions detached from clinical advice would sit uneasily with wider regulatory attention over their responsible use. Both points reinforce the value of published VMD confirmation and of the clinical-advice statement remaining central to the remedy's presentation.

Finally, Medivet repeats, briefly, its request that Article 8(2) permit a group-level methodology for identifying the Most Common Parasiticides — the products sold in the greatest number of units across all of a Group's FOPs in aggregate, applied uniformly and notified to the RCVS at Initial Attestation. A group-level election achieves the transparency objective at a fraction of the recurring per-site data-extraction burden.

Medivet also seeks one clarification of the counting basis for the "Most Common Parasiticides" determination: whether units supplied to Pet Owners under Pet Care Plans count towards the 100-unit threshold (and the limb (b) sales-volume ranking) alongside units sold transactionally. The Order does not say, and the point is material: at practices with high plan penetration, significant percentage of parasiticide volume is dispensed under plans, and if those units were excluded the published list could omit the practice's most commonly used products altogether — an outcome at odds with the remedy's purpose and with Article 9(2), which requires plan-included parasiticides to be identified by reference to the Article 8 list. Medivet's working assumption, which it invites the CMA to confirm, is that all units dispensed at the FOP count, with the list displaying the FOP's standalone retail price for each product.

Requested amendment / clarification: (i) Obtain and publish, alongside the final Order, the VMD's confirmation that the Parasiticide Price List obligations as drafted satisfy regulation 11(3) of

the Veterinary Medicines Regulations 2013; and (ii) amend Article 8(2) to permit a group-level election for identifying the Most Common Parasiticides, applied uniformly across the Group and notified to the RCVS at Initial Attestation; and (iii) confirm that units supplied under Pet Care Plans count towards the Most Common Parasiticides determination alongside transactional sales.

2.5 Mediation — an express carve-out for threatening or abusive conduct towards practice colleagues (Article 23)

Article 23(4) excludes the mediation obligation where the ADR provider reasonably considers a Complaint frivolous or vexatious, where court proceedings are ongoing, or where prior ADR has taken place. None of these exclusions addresses the circumstance Medivet raised in its Informal Submission: a client who has engaged in threatening, abusive or intimidating conduct towards practice colleagues.

Veterinary practice teams — predominantly composed of clinical and client-care professionals in public-facing roles — are, regrettably, exposed to a persistent minority of aggressive client behaviour. The wellbeing and safety of those colleagues is a material consideration that must be weighed against the access-to-redress objective. A pet owner who has threatened or abused the individuals whose conduct is the subject of the Complaint should not be entitled, as of right, to compel the business — and in practice those same individuals — into a formal mediation process. The frivolous-or-vexatious exclusion is directed at the character of the Complaint; it says nothing about the conduct of the complainant, and an ADR provider applying it faithfully could not stretch it to cover abusive behaviour attached to an otherwise arguable Complaint. An express carve-out is a narrow, welfare-grounded amendment that leaves the mediation remedy intact for the overwhelming majority of pet owners who engage respectfully, while protecting the people who deliver veterinary care. Medivet also invites the CMA to clarify that the participation obligation rests on the Veterinary Business, which may be represented in mediation by an appropriate person, and does not compel the participation of any named individual.

Requested amendment / clarification: Amend Article 23(4) to add an exclusion where the Pet Owner has engaged in threatening, abusive or intimidating conduct towards the colleagues of the Veterinary Business (assessed reasonably and capable of review by the ADR provider), and clarify that the obligation to participate in mediation rests on the Veterinary Business and may be discharged through an appropriate representative.

2.6 Implementation following acquisitions — a defined grace period (Articles 3 and 5; general)

The Draft Order makes no provision for the position of a practice that is acquired by, or joins, a Group or Network after the applicable Compliance Dates have passed. On completion of an acquisition, obligations including the Ownership Information requirements in Article 5 (storefront signage, website and metadata changes, search and map listings), the Price List and information obligations in Articles 6 to 10, and the alignment of complaint processes and policies, would on a literal reading apply to the acquired practice immediately, notwithstanding that signage manufacture and installation, website rebuilds, data-feed integration and staff training cannot, as a matter of practical reality, be completed on day one.

Medivet understands this concern has been raised with the CMA through sector engagement, and supports it: an implementation grace period following completion — Medivet suggests a Compliance Date for each article of thirty days. This approach would give every future purchaser (of any size) a workable and certain compliance runway, while ensuring pet owners of acquired practices receive the remedies' full benefit promptly thereafter. The alternative is a regime in which every completion

generates immediate, unavoidable technical non-compliance and a corresponding self-report, an outcome that serves no consumer interest.

Requested amendment / clarification: Provide, in Article 3 or a new provision, that where a Practice is acquired by or otherwise becomes part of a Veterinary Business or Group or Network after the applicable Compliance Date, the requirements of the Order apply to that Practice from a defined period (Medivet suggests thirty days) after completion. In addition, in respect of the obligation to update shopfront signage, amend the requirement such that it can accommodate delays in the acquiring Veterinary Business obtaining consents (eg "as quickly as planning consents allow").

2.7 Articles 9(3)(a)(ii) and 9(3)(c) may be satisfied at the Group level if the most conservative potential savings claim is applied

Articles 9(3)(a)(ii) and 9(3)(c) anchor the savings-claim disclosures to "the FOP offering the Pet Care Plan" and "the relevant FOP". For a business operating a single site those anchors are workable. For a Group or Network operating many FOPs, where subscription prices are banded and parasiticide prices vary by practice, the effect of the current requirements is that no truthful, fully substantiated quantified savings claim can be made at the level of the Group at all: a national communication has no single "relevant FOP". The practical consequence is asymmetric — a single-site practice may advertise a quantified saving, while a Group making an identical, accurately calculated claim cannot.

Annex 2 itself points towards the solution: it models a single representative parasiticide example with a link to the relevant price list. Medivet welcomes that approach (see Section 3 below) but observes that an illustrative annex cannot amend the operative text. A business adopting Annex 2's presentation at Group level would remain exposed to the argument that it had not confirmed prices "charged at the FOP offering the Pet Care Plan". The flexibility provided in the Annex should – in fact – be reflected in the Order itself.

Medivet proposes that the Order permit Group-level satisfaction of these limbs on the most conservative basis available: calculated so that the stated saving is achieved or exceeded by every Pet Owner at every FOP, and so that the indicative standalone parasiticide cost is not overstated in respect of any FOP. On that basis a Group-level figure cannot mislead any Pet Owner upwards; it is, if anything, more protective than a per-FOP figure, and each communication would signpost Pet Owners to the FOP-level information for their own practice.

Requested amendment: Proposed drafting (new Article 9(3A) or equivalent):

"Where a Veterinary Business offers a Pet Care Plan across more than one FOP, the requirements of Articles 9(3)(a)(ii) and 9(3)(c) may be satisfied at the level of the Group or Network, provided that: (a) any indicative standalone price for a year of Parasiticides is calculated using the lowest price charged for the relevant Parasiticide at any FOP in the Group or Network at which the Pet Care Plan is offered, inclusive of the lowest dispensing fees that cannot be waived so charged, and is stated to be calculated on that basis; (b) any savings figure is calculated using the highest subscription price at which the relevant Pet Care Plan is available within the Group or Network and the lowest standalone prices charged for the included services at any FOP within it, such that the stated saving is achieved or exceeded by every Pet Owner enrolled on the plan at every FOP, is expressed as a minimum ('at least' or equivalent), and states its calculation basis in accordance with Article 9(3)(a); (c) the communication includes a Clear and Prominent signpost to where the Pet Owner can locate savings figures specific to its own FOP."

2.8 Layered disclosure for space-constrained media (Article 9(3) "in the same place")

Article 9(3) in the Draft Order requires the calculation basis, once-only flags, parasiticide confirmations, the equal-prominence comparison and the indicative parasiticide price to appear "in the same place"

as any savings statement, claim or indication. In a paid-search advertisement, a social media placement, an SMS, an out-of-home poster or an audio format, that is not physically possible. In those formats the effect of the drafting is not enhanced transparency but the elimination of the claim — an outcome on which the Final Report made no decision and, in fact, stated "businesses [will] have some choice about how they present the information, as long as it is easily accessible to pet owners" (FDR, Part B, paragraph 3.152(b)).[1]

The Draft Order's own architecture accepts linked disclosure as adequate in comparable contexts: Article 7(3)(c) satisfies the booking-confirmation requirement by a price together with a link to the Price List; Article 9(2)(a) discharges the parasiticide obligation within the Pet Care Plan Standard Information by a link; Article 8(1)(a)(ii) signposts the VMD Register of Online Retailers by a link; and the exclusion of vehicle liveries from Pet Owner Communications in Article 4(6)(a) recognises that some formats cannot carry full disclosure. Layered disclosure — a Clear and Prominent link or signpost to a page carrying the full Article 9(3) information — fully serves the objective that no savings claim reaches a Pet Owner unaccompanied by the means to test it.

Requested amendment: Proposed drafting as new Article 9(3)(A)

"Where a statement, claim or indication to which Article 9(3) applies is made in a communication whose format reasonably prevents the inclusion of the information required by that Article (including text messages, push notifications and short-form social media), the requirements of Article 9(3) are satisfied if the communication includes a Clear and Prominent signpost or direct link to a webpage on which that information is displayed in accordance with this Article."

2.9 Definition of the Article 9(3) trigger ("states, claims or indicates")

The trigger "states, claims or indicates" is undefined. On its face, "indicates" captures incidental commercial language — "great value", "cost-effective care" — in every welcome pack, appointment confirmation and item of branded stationery falling within Article 4(6). Businesses subject to attestation under Article 24 and self-reporting under Article 25(4) need to know with precision where the line sits; an undefined trigger converts routine copywriting into a compliance judgement and risks sterilising ordinary communications without any corresponding gain in the quality of quantified disclosures, which are the Final Report's concern. General value claims are in any event regulated under the Digital Markets, Competition and Consumers Act 2024.

Requested amendment: Proposed drafting (definition, in Article 9 or Article 2):

"For the purposes of Article 9(3), a Veterinary Business "states, claims or indicates" that a Pet Owner could save money where it states or claims a specific monetary amount, percentage or other quantified saving from purchasing a Pet Care Plan as compared with purchasing the services included in the Pet Care Plan on a standalone basis. General statements as to value or affordability which contain no quantified comparison do not in isolation engage Article 9(3)."

2.10 Article 21(2)(b): period for informal resolution of Complaints

Medivet supports the objective of Part 7 of the draft Order: a clear, consistent in-house complaints process, with mediation available where that process is exhausted. Medivet is concerned, however, that the five Working Day period in Article 21(2)(b) (mirrored in the definition of "Actionable Complaint" in Article 2(1)) within which a Veterinary Business must attempt to resolve a Complaint informally before it becomes an Actionable Complaint is too short to permit a genuine attempt at informal

[1] While the paragraph in the FDR to which Medivet refers relates to information presented "in practices", the CMA did not discuss information published outside of practices (e.g., advertising materials). Whether or not the materials are "in practice" or external, the same considerations would nonetheless apply.

resolution in a significant proportion of cases. Medivet proposes that this period be extended to ten Working Days.

The five Working Day period does not reflect the practical steps required to investigate even a straightforward Complaint conscientiously. Resolving a Complaint about clinical care will ordinarily require the retrieval and review of clinical records; discussion with the Veterinary Professional(s) involved, who work in clinical rotas (including out-of-hours and weekend shifts, periods of leave and part-time patterns) and cannot routinely be taken off clinical duties at short notice to assist with complaint handling; and, frequently, a conversation with the Pet Owner to understand properly the substance of the Complaint and the resolution sought. Where the Veterinary Professional concerned is not on shift during the entire five Working Day window — a common occurrence given standard rota patterns — a considered informal response within that window is not realistically achievable.

Many Complaints also involve third parties whose input is necessary before any informed response can be given: outsourced OOH providers, Referral Centres, external laboratories, Crematoria and insurers. A Veterinary Business cannot compel these third parties to respond within days, and it would not serve Pet Owners for the business to respond informally before the relevant facts are known.

The consequence of the five Working Day period is therefore not faster resolution for Pet Owners but premature escalation: Complaints that would have been resolved informally within a further few days will instead convert automatically into Actionable Complaints, triggering the formal machinery of written acknowledgment, the full letter of response and, potentially, mediation. That outcome is worse for Pet Owners (formality and delay where a swift informal resolution was available), worse for Veterinary Professionals (whose workload the Final Report itself recognises is already under significant pressure), and worse for the effectiveness of the remedy, since the mediation route and the RCVS's monitoring resources would be absorbed by matters that required only a modest additional period to resolve.

A ten Working Day period would preserve the structure and consumer protections of Part 7 in full. The Pet Owner's rights are unaffected in substance: the backstop timescales for the written acknowledgment and the full letter of response, and the route to free mediation, all remain. The only change is that the informal stage — which the draft Order itself contemplates as the preferred first route to resolution — is given a realistic opportunity to work. Ten Working Days remains a demanding standard measured against comparable consumer redress regimes, in which businesses are typically afforded materially longer to resolve complaints before external escalation.

Requested amendment: propose that Article 21(2)(b) be amended to read (with a consequential amendment to the definition of "Actionable Complaint" in Article 2(1)):

"(b) That the Veterinary Business must attempt in good faith to resolve the complaint informally but if no resolution can be reached within ten Working Days of the Complaint being made, that Complaint becomes an Actionable Complaint and the following steps apply."

2.11 Article 25(4) of the draft Order and paragraph 3.8 of the Substantive RCVS Undertakings: materiality threshold for self-reporting of non-compliance

Article 25(4) requires a Veterinary Business that becomes aware that it is not compliant with any requirement of the Order (other than Part 5) to report that non-compliance to the RCVS within 14 days; paragraph 3.8 of the Substantive RCVS Undertakings provides for the RCVS's corresponding intervention function. Neither provision contains any materiality threshold. As drafted, the self-reporting obligation is engaged by every technical or trivial departure from the Order, however momentary and however promptly remedied — a price list update posted a day late at a single Practice, a notice displayed at A3 rather than A2 size, a temporary website fault affecting the two-click accessibility requirement.

Medivet proposes that both provisions be qualified by a materiality threshold, so that the duty to report (and the RCVS's intervention function) is engaged only by non-compliance which is material — that is, non-compliance which is reasonably likely to cause detriment to Pet Owners or materially to undermine the effectiveness of the remedies — with all other instances of non-compliance to be remedied promptly, recorded in the Veterinary Business's compliance records, and disclosed on request by the RCVS or the CMA under Article 25(1).

This proposal strengthens rather than weakens the monitoring regime. Given the breadth and granularity of the obligations in the draft Order — which apply, in Medivet's case, across more than 300 Practices with price and service information that can change — an unqualified reporting duty will generate a high and continuous volume of reports of minor and technical matters. The predictable consequences are threefold: the RCVS's monitoring resources (funded, ultimately, by the levy on Veterinary Businesses under the Funding Order) are consumed in processing reports of matters posing no risk to Pet Owners; genuinely significant reports risk being obscured within that volume; and Veterinary Businesses are driven towards defensive over-reporting, at cost to both regulator and regulated, in order to manage the risk of an alleged breach of the reporting obligation itself. A materiality threshold directs monitoring resources to the matters the remedies exist to address.

The concept is familiar and workable: the Attestation regime in Article 24(6)(b) already requires confirmation of compliance "in all material respects", and materiality thresholds are a standard feature of self-reporting obligations in comparable regulatory regimes. The proposal creates no gap in the CMA's or the RCVS's visibility: immaterial instances remain recorded and disclosable on request under Article 25(1) and (3), and the CMA's enforcement powers under the Act are unaffected.

Requested amendment: Article 25(4) be amended to read (with a corresponding amendment to Article 25(5) and to paragraph 3.8 of the Substantive RCVS Undertakings):

"(4) If a Veterinary Business becomes aware that it is not compliant in any material respect with any requirement in any part of this Order, except Part 5, it must report this non-compliance to the RCVS within 14 days of becoming aware that it is not compliant. Non-compliance is material for these purposes where it is reasonably likely to cause detriment to Pet Owners or materially to undermine the effectiveness of the remedies implemented by this Order. A Veterinary Business must remedy promptly, and keep a record of, any non-compliance which is not material, and any such record shall be disclosable to the RCVS and the CMA in accordance with Articles 25(1) and 25(3)."

2.12 Two technical workability points

Article 9(4)(b) — evidence base for savings claims concerning unlimited services. The permitted evidence base is mean usage by Pet Owners "enrolled on the relevant Pet Care Plan for the full duration of the previous financial year". A newly launched plan has no such cohort and so the requirement to assume that any given Pet Owner would take advantage of any given service which is provided on an unlimited basis as part of a Pet Care Plan no more than twice applies. In adopting an all or nothing approach, the draft Order forces Pet Care Plan providers to apply an arbitrary rule in circumstances where robust in-year data exists and could be leveraged to provide a more accurate cost saving figure for Pet Owners. For example, a Pet Care Plan provider may have accurate usage figures from a similar Pet Care Plan or could otherwise rely on data across the Pet Owner cohort on the number of times the average Pet Owner uses the service outside the Pet Care Plan. Given there may be multiple ways in which a Pet Care Plan provider could use other data sources to provide a reasonable estimate for the purposes of Article 9(4)(b), Medivet proposes that Article 9(4)(b) be amended to permit "a reasonable estimate of mean usage evidenced over the most recent period of at least six months, annualised" or, alternatively, a rolling twelve-month basis, in each case confined to Pet Owners enrolled throughout the relevant period. Retaining the current binary approach – in which Pet Care Plan providers could be compelled to understate the potential cost savings for Pet Owners – itself cuts across against the accuracy objective of Article 9.

Articles 9(1)(b) and 9(6)(b) — sequencing of updates to written premises copies. The requirement to update the Pet Care Plan Standard Information "before any revised prices are charged" is workable for webpages, which can be updated centrally and instantaneously. Applied to the written information made available at premises under Article 9(1)(b), it would mean that no plan price or standalone service price could change until reprinted materials had physically arrived at every FOP in an estate. Medivet proposes that the website remain the before-charge surface, with written premises copies to be updated "as soon as reasonably practicable and in any event within 48 hours of the revised price being charged".

Section 3 — Comments on documents published for the first time at this stage

Medivet also provides comments on the Indicative Price List (Annex 1), Pet Care Plans illustrative example (Annex 2), the Standard Written Prescription Notice (Schedule 2) and the Standard Flyer for Ongoing Medication (Schedule 3)

3.1 Annex 1 — indicative price list

The following comments are designed to address and resolve a small number of definitional and presentational points before the price list is finalised — each directed at ensuring that prices published under it describe the same service at every practice, which is the premise on which the remedial solutions concerning prices depend.

Clinical definition of line items.

First, the item "Dental assessment (initial examination of mouth, scale and polish)" potentially conflates two clinically distinct services: (i) an *initial* examination of the mouth which is ordinarily performed conscious, in a consulting room in advance of booking a dental treatment and performed as part of a normal consultation or as a standalone dental assessment; and (ii) surgery that provides dental scale and polishing under general anaesthesia, which will commence with an assessment of the patient, but which will not be the *initial* assessment. Medivet recommends the item be separated into "Dental assessment (initial examination)" and "Dental treatment (assessment, scale and polish)", with the Article 7(2)(e) component checkboxes attaching to the treatment line. Relatedly, the inclusions shown in the template for the dental item omit "post-operative check-ups", which Article 7(2)(e)(i) lists among the components for every asterisked item and which the template itself shows for castration and both spay variants — the final version should apply the full component list consistently.

Secondly, the item "Ultrasound (abdominal, single organ)" lacks the specificity needed to distinguish between two materially different investigatory procedures: a full abdominal ultrasound and a single-organ scan differ significantly in duration, complexity and cost. The item should either be split or its definition settled so that every practice prices the same investigation.

Thirdly, "Cytology (fine needle aspiration)" carries no definition and does not indicate whether the published price should present the price for only the aspiration procedure itself (including any sedation) or only the laboratory cytology. Medivet suggests a definition should be added.

In each case Medivet's concern with the above is the same: without definitional precision, the published figures will compare unlike services and mislead the pet owners the remedy is designed to inform.

Vaccination primary course — protocol transparency.

The definition in Annex 1 of "Vaccination primary course (including consultation)" describes the primary course as inclusive of all core vaccines, with a link to BSAVA guidance. Primary course protocols differ for legitimate reasons between practices: some administer two vaccinations, while practices following WSAVA guidelines (as Medivet does) administer three. A single published course price with no indication of the number of vaccinations included would present the practice delivering the more comprehensive protocol as simply more expensive — a comparison that is inaccurate and liable to penalise higher clinical standards.

Medivet recommends that the line requires disclosure of the number of vaccinations included in the course (mirroring the approach the template already takes to consultation durations), and that the definition accommodates recognised protocols rather than anchoring to a single body's guidance.

Nomenclature.

Article 7(2)(a) prohibits the use of free text to describe the specified treatments / services specified; rather, Article 7(2)(a) requires only the names of the items in the price list. Established practice

terminology sometimes differs — a “Repeat consultation” is, at many practices including Medivet’s, booked and invoiced as a “revisit” — and pet owners will need to match the published list to the language used in their bookings and invoices to the specifications and terms applied by the draft Order. Medivet asks the CMA to confirm that displaying the practice’s customary term in brackets alongside the specified name (for example, “Repeat consultation (revisit)”) is consistent with Article 7(2)(a), since it aids rather than impedes comprehension.

Presentation across species and weight categories.

The template contemplates a separate list per species/weight category. Medivet asks the CMA to confirm two points of flexibility that the Draft Order itself appears to permit: that categories may be presented in consolidated form where prices do not in fact vary by species or weight (the Article 7(2)(c) categorisation being triggered only “where the price… varies”); and that a single list presenting the categories as columns satisfies the obligation equally with six separate lists. Both readings reduce duplication and the scope for version inconsistency across several hundred practice webpages without any loss of transparency.

Third-party hyperlinks.

The template requires named third-party providers with hyperlinks for outsourced out-of-hours provision and referred cremation services and a hyperlink to BSAVA guidance. Medivet supports the signposting but notes that link validity depends on third parties’ own websites, which the publishing practice does not control. Consistent with the approach Article 5(5) takes to search and map results outside a business’s direct control, Medivet asks the CMA to confirm that a business which establishes the correct link and checks it on a reasonable periodic basis is not in breach where a third party subsequently moves or restructures its pages.

Pet care plan entry.

The plan line shows a monthly price with a hyperlink to plan inclusions, in contrast to the inclusions and checkbox treatment applied to other bundled items on the list. Medivet suggests either a brief inclusions summary on the face of the entry or an express statement that the hyperlink to the Pet Care Plan Standard Information published under Article 9 constitutes the required disclosure — so that pet owners comparing plans have a consistent basis, and businesses a certain one.

3.2 Annex 2 — Pet Care Plans illustrative example

Medivet welcomes Annex 2 – Pet Care Plans Illustrative Example, and in particular its use of a single representative parasiticide example (“£90 — a common example, but may vary”, with a link to the relevant price list) and its two-tier savings presentation distinguishing, with equal prominence, the comparison excluding once-only services from any additional claim including them. Medivet offers two comments on the illustration, each directed at ensuring that a veterinary business which models its presentation on Annex 2 is, by doing so, compliant with the published Order. In addition, Medivet considers these comments may be particularly applicable to smaller / independent practices and help to assist the ease of their coming into compliance (i.e., where they may have more limited internal / external resources to design based on the requirements of the final Order).

The “Save up to £X” formulation

The “Save up to £X” formulation does not accurately describe the calculation the Draft Order prescribes. The comparisons in Annex 2 are computed on fixed assumptions and are therefore illustrative typical savings, not maxima: a Pet Owner making greater use of unlimited consultations would save more, not less. Medivet suggests the template adopt a neutral formulation — for example, “Example saving: £37, based on…” — which is both more accurate and more consistent with the fair-presentation standards the Draft Order imposes on veterinary businesses’ own claims.

Article 9(2)(c) and Annex 2 - the decision of the Veterinary Surgeon relating to antiparasitic product dosing and frequency.

Medivet considers the Pet Care Plan illustration should distinguish more clearly between information that is relevant to a Pet Owner's decision whether to purchase a Pet Care Plan and clinical decisions that remain for the veterinary professional.

In particular, wording which suggests that the choice of Parasiticide, or the frequency with which it is prescribed, is determined by what is "relevant to you" risks implying that these are matters of Pet Owner choice. While a Pet Owner's circumstances and preferences may appropriately inform the discussion, the selection of an appropriate prescription-only veterinary medicine and the frequency of its prescription are ultimately matters of veterinary clinical judgement, taking account of the individual animal and the applicable prescribing requirements. Medivet therefore suggests that the illustration make this distinction explicit, so that it supports informed consumer choice about the Pet Care Plan without inadvertently suggesting that the Pet Owner determines the product or prescribing frequency.

3.3 Schedule 2 — Standard Written Prescription Notice

On the size of the Primary Notice — which the Final Report committed to consult upon in connection with the Order (FDR Part B, paragraph 5.48) — Medivet submits that Article 14(7) should specify at least A3, not at least A2.

The Final Report's decided position was that the poster "should be at least size A3 (but may be A2 if appropriate, once the design has been finalised)"; the Draft Order inverts that position by making A2 the mandatory minimum, and the consultation materials contain no finding that A2 has been assessed as appropriate. The Final Report's own record supports A3: the only consultation responses it cites on size noted that A3 is already large relative to other displayed materials and that A2 posters "are likely to be excessively large, particularly for small practices" (FDR paragraph 5.47). As a matter of pet owner engagement, the proposed text of the poster itself fully supports A3 size. It is one very large strapline with fairly limited further details. In addition to the above, veterinary waiting areas are working clinical environments that already carry statutorily and professionally required materials; in many smaller premises an A2 minimum will displace other required or clinically valuable information or be physically impracticable to display in a Clear and Prominent manner. A3, displayed in accordance with the Order's Clear and Prominent standard, achieves the awareness objective — as the Order itself accepts in specifying the consultation-room Secondary Notice at A3. Medivet also invites the CMA to align the Notice's description of digital prescription timing with the operative language of Article 15(1)(b) (prepared by the end of the second Working Day and sent as promptly as reasonably practicable), so that the Notice does not state the obligation more broadly than the Order imposes.

3.4 Schedule 3 — Standard Flyer for Ongoing Medication

The flyer's statement that "for repeat prescriptions small monthly savings can become hundreds of pounds over time" is, as a generalised representation, apt to overstate the typical case. Savings available to a pet owner depend on the medication, pack size, dispensing fees and the written prescription fee itself; for many common ongoing medications the realistic annual difference is modest. A UK Government-branded document that primes an expectation of "hundreds of pounds" risks generating disappointment and mistrust — directed at veterinary practices — when the actual comparison falls short, and sits uneasily with the fair and accurate presentation standards the Order itself imposes on veterinary businesses' own savings claims (Article 9).

The flyer's savings language should therefore be moderated to a neutral, accurate formulation (for example, that savings vary and pet owners can compare prices using the written prescription) or, at the very least, include small print language to indicate the factors which may influence whether a pet owner realises (any) saving.

Separately, Medivet requests that the Order or Explanatory Note permit an additional means of providing the Standard Flyer: reproduction of its content, in full and unaltered, printed directly on the dispensing bag in which the Ongoing Medication is supplied. Article 16(2) presently permits only a physical A5 flyer accompanying the medication or, on request, email. Printing the same content on the bag itself achieves the remedy's objective at least as effectively as an accompanying flyer, and in three respects better. First, delivery is guaranteed: the information cannot be omitted in a busy dispensary, separated from the medication, or discarded unread at the counter — it travels with the product into the home, and remains with it. Secondly, the approach is materially more sustainable: a single printed substrate replaces the production and disposal of a separate paper insert for every qualifying dispensing, across a sector handling millions of such transactions annually — an outcome consistent with the environmental responsibility the veterinary profession is increasingly expected to demonstrate. Thirdly, it is more proportionate in cost, without any reduction in the information the pet owner receives.

Medivet anticipates two implementation questions and proposes the answering conditions be built into the permission. As to standardisation and updates: the content reproduced would be the CMA's content in full, unaltered and unabridged, retaining the CMA's attribution, in a print area and legibility no less than the A5 flyer itself; and where the CMA updates the Standard Flyer, the business would implement the update on new bag stock within the one-month window Article 16(5) prescribes, reverting to the physical A5 flyer for any dispensing in which updated content is not yet available on the bag. As to prominence: the Standard Flyer content would be displayed no less prominently than any other content appearing on the bag, consistent with the Clear and Prominent standard the Order applies elsewhere. On those conditions, the bag route is not a dilution of the remedy but a more reliable delivery mechanism for it, and Medivet asks that Article 16(2) (or the Explanatory Note) confirm it as a permitted alternative to the accompanying flyer.

Section 4 — Conclusion

Medivet supports the objectives of the remedies package. The representations in this submission are deliberately targeted, and each corresponds to one of the categories identified in Section 1.

On the practical operation of the written estimates and price list remedies, Medivet has proposed: a defined look-back period for the retrospective element of the Treatment Pathway; express confirmation that the referral cost elements of a Written Estimate are indicative; preservation of the Explanatory Note's confinement of the significant-factors disclosure; a recast definition of "Most Common Parasiticides" limited to the top 10 products by sales volume at each FOP; and, in respect of the Parasiticide Price List, published VMD confirmation, a group-level election for identifying the listed products, and confirmation of the counting basis for units supplied under Pet Care Plans. On colleague welfare, Medivet has proposed a narrow exclusion from the mediation obligation where a pet owner has engaged in threatening, abusive or intimidating conduct towards practice colleagues. On implementation and future acquisitions, Medivet has proposed a defined grace period for practices that join a Veterinary Business after the applicable Compliance Dates. On the pet care plan remedy, Medivet has proposed: a mechanism permitting Group-level satisfaction of the savings-claim requirements on the most conservative basis available; layered disclosure for communications in space-constrained media; a defined trigger for Article 9(3); a workable evidence base for savings claims concerning unlimited services; and a short synchronisation window for updates to written premises copies. On complaints and monitoring, Medivet has proposed the extension of the informal resolution period to ten Working Days and a materiality threshold for the self-reporting obligation. Section 3 provides Medivet's comments on the four documents published for the first time at this stage of the consultation.

Each of these representations preserves the remedial outcomes decided in the Final Report. None limits or diminishes the protection the remedies afford to pet owners; in each case the amendment or clarification sought would make the relevant remedy more readily capable of effective implementation,

more proportionate in its operation, or would make the information pet owners receive clearer, more accurate and more trustworthy.

Medivet remains available to discuss any aspect of this submission with the CMA.

Medivet Group Limited