Veterinary Council of New Zealand
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By Email

Submission on 'Under the Care of a Veterinarian' survey

The New Zealand Veterinary Association Te Pae Kīrehe (NZVA) is the largest membership organisation representing veterinarians in Aotearoa New Zealand. The Companion Animal Veterinarians (CAV) Branch of the NZVA provides professional representation and technical expertise in companion animal practice through leadership, education, guidance and support.

The CAV Committee is making this submission on behalf of its members in response to the 'Under the Care of a Veterinarian' survey on proposed changes to the Code of Professional Conduct for Veterinarians.

CAV supports improved clarity and accountability in veterinary service models, but urges caution in applying production animal frameworks to companion animal settings.

We note the importance of clearly outlining the level of service provided in companion animal contexts—including emergency care arrangements—from the outset to ensure expectations are managed effectively.

Recommendations

- Flexibility in limited-service model definitions
- Recognition of legitimate companion animal use of veterinary operating instructions
- Support for client education rather than rigid documentation
- Safeguards for business viability and client access.

We also encourage revision of repeated references to "health and welfare," as welfare inherently includes health.

CAV welcomes continued collaboration to ensure the Code supports veterinarians across all practice types in delivering safe, effective, and accessible care.

Nāku iti noa, nā,

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Feedback on 'Under the Care of a Veterinarian' survey

1.	**Definition of 'under the care of a veterinarian'** The proposed definition is too broad for companion animal settings and risks imposing obligations beyond what is clinically or contractually intended. In companion animal practice, veterinarians may provide limited, discrete, or single-instance services, often in the absence of a prior or continuing relationship. The definition should allow for veterinarians to accept responsibility only for the duration and scope of the agreed service. In many companion animal businesses, responsibility for care is held at the practice or group level, and is shared between rotating clinicians. A definition requiring individual responsibility would render locum work impractical. **Recommendations** • Change the definition to: *An animal or group of animals is under a veterinarian's care when the veterinarian or veterinary business has accepted responsibility for the animal's welfare, either generally or for a specific and defined aspect of care.* *In the case of veterinarians offering a specific and limited range of service, responsibility is restricted to the scope and duration of that service and does not imply an obligation for general or ongoing care unless explicitly agreed.*
2.	**Client relationships and written agreements** The proposed requirement for formal written agreements with renewal clauses and dispute processes conflates clinical duty of care with commercial mechanisms that may not reflect the operational realities of companion animal practice. Many clients use multiple providers for different services. Mandating a singular care agreement risks confusion and unnecessary administration. Annual or 18-monthly reviews may be helpful for maintaining up-to-date client databases and ensuring clients still wish to remain with the clinic. These reviews do not need to be in-person; a phone call or digital confirmation may suffice. In mixed practices, strict separation of companion animal and production animal contexts may not be practical, though the difference in service expectations between a farm client and a cat owner justifies maintaining distinct agreements. In companion animal contexts, clinics should clearly outline their service level and emergency arrangements from the outset to set appropriate client expectations. **Recommendations** • Change the wording to: *Where a veterinary business provides ongoing care or scheduled services for a client, a documented understanding of the services provided, including*

	emergency arrangements, should be recorded in the clinical notes or practice management system. *This documentation may take the form of a signed agreement, written consent, or a digital acceptance of terms and conditions, depending on the nature of the veterinary relationship and the services being provided.* *Annual reviews should be recommended only where ongoing oversight is provided. Elements such as dispute clauses and formal renewal processes should remain optional and determined at the business level.*
3.	**Sufficient information and reassessment intervals** The proposed maximum of six months between in-person assessments is a useful benchmark. This timeframe supports safe long-term prescribing practices while recognising that exceptions may be necessary for specific patient factors, such as extreme aggression or fear. In such cases, telemedicine or video consultations may be appropriate. There are differing views within the CAV Committee on whether this six-month interval should be a firm maximum or a flexible guideline. One perspective is that a hard six-month maximum would better protect veterinarians from undue pressure by clients seeking to extend prescribing intervals without reassessment. It was noted that anxious animals can often be medicated to allow for a physical exam, and that reducing the interval when clinically indicated is appropriate—but extending it beyond six months could undermine professional judgement and consistency. Others on the committee have different experiences, and broader input is encouraged to ensure a balanced approach. **Recommendations** • Change the wording to: *"Sufficient information" refers to the clinical knowledge required to ensure the proposed course of action (including treatment) is appropriate for the welfare of the animal(s) and consistent with the client's circumstances.* *This may include information derived from:* *• in-person clinical assessment and physical examination, where appropriate* *• clinical history and medical records* *• remote consultation methods (e.g. telemedicine, video/photo review)* *An in-person clinical assessment within the previous six months is considered a reasonable maximum review interval, unless an earlier reassessment is clinically indicated.*
4	**RVM authorisation without in-person assessment** The phrase "the risk profile of the medicine being authorised" should be revised to "the safety and efficacy profile of the therapeutic being prescribed". In addition to clinical

	judgment, broader consideration should be given to the animal's signalment, environment, comorbidities, and concurrent conditions.
	
	Recommendations
	
	• Change the phrase "the risk profile of the medicine being authorised" to "the safety and efficacy profile of the therapeutic being prescribed".
	• In exceptional circumstances where an in-person assessment is not possible, the veterinarian must use professional judgment to determine whether authorising an Restricted Veterinary Medicine (RVM) is appropriate. This decision must be based on:
	  ○ the veterinarian's clinical knowledge of the animal and case
	  ○ the safety and efficacy profile of the therapeutic being prescribed
	  ○ the animal's signalment, environment, and comorbidities
	  ○ the urgency and nature of the condition
	  ○ confidence in the client's ability to follow instructions
	  ○ the availability of prior clinical records
	  ○ plans for timely follow-up.

5	**Authorisation in anticipation of future use** This section appears geared to production animal practice (e.g. standing orders or herd-level authorisations). Clarification is needed to distinguish between that and episodic companion animal situations. Veterinary operating instructions (VOIs) are occasionally used in companion animal settings such as shelters, where veterinary care is outsourced or not available daily. These contexts must be explicitly acknowledged as legitimate under the Code. **Recommendations** • Clarify whether this refers to VOIs or anticipatory authorisation more broadly. Provide companion animal examples alongside production animal ones.
6	**Lay person administration of medicines** The proposed requirement to document authorised persons' competence is not practical in companion animal practice, where lay clients administer most medications. A more pragmatic approach would rely on verbal or written discharge instructions and standard client education. However, in cases involving complex regimens or medications with specific handling instructions noted on their label, formal acknowledgement of risks by the caregiver may be appropriate. Veterinarians must remain aware of their responsibilities when prescribing medications to be administered at home. **Recommendations** • Support a pragmatic, education-based approach for most cases, but acknowledge that formalisation may be appropriate for high-risk or complex medications.

7	**Emergency care obligations** The proposed clause lacks clarity on how emergency obligations apply across different practice types. Limited-service providers must have arrangements in place for post-procedure emergencies, but these may appropriately be fulfilled via client-general veterinary practitioner (GVP) agreements. **Recommendations** • Change the wording to: *Veterinarians or veterinary businesses providing ongoing care must ensure emergency access is available. Limited-service providers must ensure care is available for service-related complications, either directly or through prior agreement with the client and GVP.*
8	**Specific and limited range of services** A clear and practical definition of "under care" is particularly important for limited-service providers. These providers often offer discrete, high-skill services that do not imply responsibility for ongoing or general veterinary care. Without a time- and scope-bound definition, clients may incorrectly attribute ongoing responsibility to the limited-service veterinarian, particularly in unrelated events occurring post-procedure. The proposed rules around emergency care obligations should account for the unique challenges faced by these providers. Many are geographically distant from their clients or operate mobile or episodic models. In such cases, emergency arrangements are more appropriately fulfilled through prior agreement with the client and the animal's GVP. The obligation should be to ensure appropriate care for complications arising from the service provided, not for unrelated issues. The current draft excludes desexing-only and vaccination-only clinics from the definition of limited services. This is problematic, especially in underserved areas where such models contribute significantly to public and animal health. These clinics should be permitted to operate under limited-service models, provided they disclose their service scope clearly and work in coordination with a nominated GVP. CAV is concerned about the requirement to contact a client's GVP before delivering care, with an obligation to decline service if the client refuses disclosure. There are many legitimate reasons clients may wish to keep this information private, including seeking a second opinion or avoiding confrontation. In such cases, a risk-based approach is more appropriate. For low-risk procedures, service can proceed with written confirmation that the client accepts responsibility for arranging emergency care. For higher-risk procedures, veterinarians may require the client to remain within the emergency care region for a defined period or delay treatment until emergency arrangements are confirmed. Finally, the draft's prohibition on offering more than one specific service and the stipulation that limited services must not be perceived as a substitute for an ongoing GVP relationship appear to place a disproportionate burden on limited-service providers. These provisions implicitly constrain the scope of services that such providers may offer, even where they are competent and well-equipped to do so.

	By contrast, GVPs are not subject to the same limitations and may offer a broad range of services, including those that overlap with specialist or advanced procedures. This creates an uneven regulatory environment that may unintentionally favour large, full-service or corporatised practices. CAV encourages a more balanced approach that focuses on transparency, client communication, and appropriate care arrangements—rather than restricting scope based on practice model. A more flexible approach is needed that focuses on transparency, informed consent, and continuity of care. **Recommendations** • Clarify limited-service scope and care responsibility. • Allow flexible arrangements for emergency cover. • Support legitimate companion animal applications of VOIs. • Avoid language that creates disparity between GVPs and limited-service veterinarians.