

ROYAL COLLEGE OF VETERINARY SURGEONS

INQUIRY RE:

DONAL JOHNSTON (FORMERLY FEGAN) MRCVS

Decision of the Disciplinary Committee

The Respondent, Mr Donal Johnston (formerly Fegan) MRCVS, was served with Notice of Inquiry, which contained the following charges:

That, being registered in the Register of Registered Veterinary Surgeons, and whilst in practice at Banbridge Vet Pets, 96 Scarva Street, Banbridge BT32 3DA, (“the practice”), you:

1. In respect of documents and/or insurance payments purporting to relate to a dog named Sophie Fegan (“Sophie”):

- (i) created three different sets of clinical records at the practice for Sophie, in all covering a period between 9 October 2013 and 24 April 2019;
- (ii) on or around 27 February 2019, submitted to Animal Friends Insurance (“Animal Friends”) a form claiming £1,015.04 for veterinary treatment and care provided by the practice to Sophie, when no such treatment or care had been given by the practice;
- (iii) on or around 13 March 2019, submitted to Animal Friends a form claiming £2,431.88 for veterinary treatment and care provided by the practice to Sophie, when no such treatment or care had been given by the practice;
- (iv) on or around 18 March 2019, submitted to Agria Pets Insurance Limited (“Agria”) a voucher purporting to bear the signature of the practice’s Practice Manager, requesting reimbursement for £50 paid to the practice with regards to Sophie, when no such payment had been made and/or when the Practice Manager had not signed the said voucher;
- (v) on or around 26 March 2019, submitted to Agria an insurance claim form purporting to bear the signature of another veterinary surgeon, Dr A, claiming £2,970.47 for veterinary treatment and care provided by the practice to Sophie, when no such treatment or care had been provided and/or when Dr A had not signed the said form;
- (vi) on or around 9 April 2019, submitted to Animal Friends a form claiming £344.33 for veterinary treatment and care provided by the practice to Sophie, when no such treatment or care had been given by the practice;
- (vii) on or around 24 April 2019, submitted to Animal Friends a form claiming £263.06 for veterinary treatment and care provided by the practice to Sophie, when no such treatment or care had been given by the practice;
- (viii) made arrangements whereby the sums paid by the respective insurance companies with regards to the claims set out in 1(i) to (vii) above were received by you rather than by the practice;

2. In respect of documents and/or insurance payments purporting to relate to a dog named Bruce Fegan (“Bruce”):

- (i) created two different sets of clinical records at the practice for Bruce, in all covering a period between 15 June 2018 and 14 April 2019;

- (ii) on or around 2 April 2019, submitted to Petplan Insurance (“Petplan”) a claim form purporting to bear Dr A’s signature, claiming £3,743.20 for veterinary treatment and care provided by the practice to Bruce, when no such treatment or care had been provided by the practice and/or when Dr A had not signed the said form;
 - (iii) on or around 17 April 2019, submitted to Petplan a claim form purporting to bear Dr A’s signature, claiming £1,627.56 for veterinary treatment and care provided by the practice to Bruce, when no such treatment or care had been provided by the practice and/or when Dr A had not signed the said form;
 - (iv) made arrangements whereby the sums paid in respect of the claims set out in 2(i) to (iii) above were received by you rather than by the practice;
3. In relation to Angelo, a domestic longhair cat belonging to Ms B, an employee of the practice:
- (i) created two different sets of clinical records at the practice for Angelo, in all covering a period between 7 August 2017 and 28 February 2018;
 - (ii) between 23 March 2019 and 12 April 2019, made arrangements for an insurance payment in the sum of £520.01, for treatment and care ostensibly provided to Angelo by the practice, to be made into a bank account operated by you rather than into the practice’s bank account;
4. In relation to Boss, a dog belonging to Ms B:
- (i) created two different sets of clinical records at the practice for Boss, in all covering a period between 4 February 2019 and 26 March 2019;
 - (ii) between 8 March 2019 and 28 March 2019 made arrangements for an insurance payment in the sum of £249.01 for treatment and care ostensibly provided to Boss by the practice, to be made into a bank account operated by you rather than into the practice’s bank account;
5. Your conduct as set out in the particulars of charges 1 to 4 above, whether individually or in any combination, was dishonest;

AND THAT, in relation to the matters set out above, whether individually or in any combination, you are guilty of disgraceful conduct in a professional respect.

The Respondent’s Admissions

- 1. When the charges were put to the Respondent he admitted each of them and the facts contained within them. Further he admitted that his conduct as set out in each of these charges was dishonest.
- 2. Finally he accepted that in relation to those matters whether viewed individually or in combination he was guilty of disgraceful conduct in a professional respect.

Summary of the Case against the Respondent

- 3. Each of the charges relates to a number of fraudulent insurance claims made by the Respondent. At the material time, he worked at Banbridge Pet Vets (“the practice”), a small animal practice in Northern Ireland. Part of the Respondent’s duties involved making insurance claims on behalf of the practice’s clients.
- 4. During the Respondent’s time working at the practice, he created accounts in his name for two fictitious dogs.

5. In addition, the Respondent submitted insurance claims for two animals that did exist, namely a cat and a dog, both of whom belonged to Ms Jacqueline McMillan, a receptionist at the practice. The Respondent treated these animals, and submitted claims to an insurance company on behalf of Ms McMillan, with her consent. The insurers paid the amounts claimed, but the Respondent (without Ms McMillan's knowledge) directed them to send the payments to an account which the Respondent had set up for his own benefit, rather than the practice's account.
6. The Respondent left the practice in April 2019, following discovery of the fraudulent insurance claims. By that stage he had worked there for approximately two years.

The College's Submissions concerning the Facts

7. The above matters came to light on Saturday 27 April 2019, when the two partners at the practice, Ms Bickerstaff (the Practice Manager) and Mr Boyd MRCVS, noticed irregularities in relation to the Respondent's records. They saw that there were clinical records for two dogs, Sophie and Bruce, both recorded as belonging to the Respondent, when as far as they were aware he did not have any pets. When cross-referring the entries in the records for these animals with the practice diaries, they could find no matches to show that the animals had been seen on the dates noted in the clinical records. Ms Bickerstaff also found a Pet Plan claim form in the Respondent's in-tray. The form had been completed for treatment to Bruce, and had been signed by another veterinary surgeon at the practice, Dr Grainne Maguire. Dr Maguire later confirmed that this was not her signature and that she had never treated Bruce.
8. On Monday 29 April 2019, when the Respondent was next working at the practice, Ms Bickerstaff and Mr Boyd asked him to speak with them. Mr Boyd explained that he had noticed something unusual on the practice computer which had caused him concern. He asked the Respondent if there was anything he wanted to tell them. The Respondent looked embarrassed and then said, "*You're probably talking about the insurance claims?*" He stated that he had made some false claims. When Mr Boyd asked him why he had done so, the Respondent replied that it had been for financial gain. He stated that this had amounted to approximately £6,000.
9. Mr Boyd informed the Respondent that he could no longer work at the practice, and the matter was reported to the Royal College.

The dog Sophie (Fegan)

10. On 12 February 2019, the Respondent took out a policy with Agria Pet Insurance, for Sophie, described on the policy documents as a small mongrel, born in January 2014. In fact, the Respondent did not have such a dog. On 13 February 2019, Agria sent the Respondent a Schedule of Insurance and Policy booklet, together with a £50 voucher to spend on treatment or items connected with Sophie. The instructions with the voucher indicated that the Respondent could ask his veterinary practice to sign the voucher and he could then send it to Agria for a refund of the £50 he had spent.
11. The Respondent also took out an insurance policy for Sophie with Animal Friends, who subsequently provided Ms Bickerstaff with a schedule of claims made by the Respondent in respect of Sophie.
12. Charge 1(i): At some point, the Respondent created three sets of clinical records for Sophie. The notes were extensive and detailed. They covered overlapping periods of time, but were not consistent in the detail given for each date (first set covered

the period 9 October 2013 to 3 April 2019; second set covered the period 18 March 2014 to 25 March 2019; and third set covered the period 25 July 2018 to 4 April 2019). The records included laboratory results which must, of necessity, have been false. Where the initials of a veterinary practitioner were entered in the records, these were the initials of the Respondent. No other member of staff was indicated on the records as having been involved in the care or treatment of Sophie. The records were fraudulent, and parts of them were used as evidence to support fraudulent claims to insurance companies.

13. Charge 1(ii): On 27 February 2019, the Respondent submitted a claim to Animal Friends for £1,015.40 for treatment to Sophie, ostensibly for a ruptured cruciate. No such treatment was given to any animal of that name, and the practice received no payment for this claim. The claim is listed in the schedule of claims provided by Animal Friends to Ms Bickerstaff. The clinical history relating to this claim, showing that a little over £1,015.40 was ostensibly incurred by the practice is to be found in the Inquiry bundle.
14. Charge 1(iii): On 13 March 2019, the Respondent submitted a claim to Animal Friends for £2,431.88, for treatment to Sophie that month, ostensibly for repair of a cruciate ligament. No such treatment was given to any animal of that name, and the practice received no payment for this claim. The claim is listed in the schedule provided by Animal Friends to Ms Bickerstaff. The clinical history showing that £2,431.88 was ostensibly incurred by the practice in fees for treatment is set out in the documents included in the Inquiry Bundle.
15. Charge 1(iv): On 18 March 2019, Agria received the £50 pet healthcare voucher from the Respondent. The voucher had been completed by the Respondent, ostensibly in respect of expenditure at the practice for Sophie. It was purported to have been signed by Ms Bickerstaff on 15 March 2019, but Ms Bickerstaff has confirmed that she did not sign the voucher. On 19 March 2019, Agria made a payment of £50 to the Respondent in connection with the voucher.
16. Charge 1(v): At the end of March 2019, the Respondent submitted a claim form to Agria for £2,970.47 for treatment to Sophie between 17 and 23 March 2019, for haemothorax and a femoral fracture. The form was signed by the Respondent with a date of 26 March 2019 and it purported to be counter-signed by Dr Maguire. Dr Maguire has confirmed that it was not signed by her and indeed she was not working on the day in question (26 March 2019). The claim was accompanied by a financial statement from the practice and a clinical history. It was also accompanied by an invoice to the Respondent for £2,970.47, dated 25 March 2019, stamped with the practice's stamp and marked as having been paid by credit card.
17. On 1 April 2019, the Respondent telephoned Agria to check on the progress of this claim. On 8 April 2019, Agria made a payment into the Respondent's bank account in respect of the claim. On 9 April 2019, the Respondent again telephoned Agria to check on progress, and he was told that the payment had now been made. The practice never received this sum.
18. Charge 1(vi): On 9 April 2019, the Respondent submitted another claim to Animal Friends, this time for £344.33, for treatment relating to a foreign body in April 2019 to Sophie. No such treatment was given to any animal of that name, and the practice received no payment for this claim. The claim is listed in the schedule of claims provided by Animal Friends to Ms Bickerstaff. The clinical history

documentation showing that £343.33 was ostensibly incurred in fees for treatment is included in the Inquiry Bundle.

19. Charge 1(vii): On 24 April 2019, the Respondent submitted a further claim to Animal Friends for treatment to Sophie earlier that month. The claim was for £263.06, for treatment to a swelling associated with cruciate repair. No such treatment was given, and the practice received no payment for this claim. The claim is listed in the schedule of claims provided by Animal Friends to Ms Bickerstaff. The clinical history documentation showing that £263.06 was ostensibly incurred in treatment fees is included in the Inquiry Bundle.

The dog Bruce (Fegan)

20. Charge 2(i): The Respondent also created two sets of clinical records for Bruce, a labrador cross. Again, he did not have any such animal. As with the records for Sophie, the notes were extensive and detailed, and they covered an overlapping period of time, although they were not consistent in the detail given for each date (first set covering period 15 June 2018 17 April 2019; second set covering period 20 June 2018 to 4 April 2019). The records were fraudulent, and parts of them were used as evidence to support fraudulent claims to insurance companies.
21. Charge 2(ii): In early April 2019, the Respondent submitted a claim form to Pet Plan for £3,743.20 for treatment to Bruce between 28 March and 1 April 2019, for injuries sustained in a car accident on 28 March 2019. The form was signed by the Respondent with a date of 2 April 2019 and it purported to be counter-signed by Dr Maguire. Dr Maguire has confirmed that it was not signed by her and indeed she was not working on the day in question (2 April 2019). The claim was accompanied by a financial statement from the practice and clinical history. A practice receipt for £3,743.20, dated 2 April 2019, was stamped with the practice's stamp and marked as having been paid by credit card, although the practice never received this sum (2-6).
22. Charge 2(iii): A few weeks later, the Respondent submitted a claim to Pet Plan for £1,627.56 for treatment to Bruce between 13 April and 16 April 2019, for an infected fracture repair. It was signed by the Respondent with a date of 17 April 2019 and purported to be counter-signed by Dr Maguire. Again, Dr Maguire has confirmed that it was not signed by her and she was not working on the day concerned. The claim was accompanied by a financial statement from the practice and clinical history. A receipt for £1,627.56, dated 17 April 2019, was stamped with the practice's stamp and marked as having been paid by credit card although the practice never received this sum.

The cat Angelo (McMillan)

23. Charge 3(i): The Respondent also submitted a fraudulent claim with regards to Angelo, a domestic longhair cat belonging to practice receptionist, Ms Jacqueline McMillan. As with Sophie and Bruce, he created two different sets of clinical records at the practice for Angelo, in all covering a period between 7 August 2017 and 28 February 2018. Ms McMillan has checked these records, and does not consider that either set are accurate. This charge therefore covers the conduct of falsely creating two sets of notes for Angelo.
24. On 26 February 2019, Ms McMillan took out an insurance policy for Angelo with Animal Friends (3-14 to 3-18).

25. Charge 3(ii): On 23 March 2019, Ms McMillan brought Angelo to the practice, as he had been lethargic and had vomited. She asked the Respondent to do all that was necessary to treat Angelo and left it to him to make a claim on her insurance policy. He duly made a claim and on 12 April 2019, Animal Friends wrote to Ms McMillan to inform her that £520.01 had been paid to the practice in respect of a claim. Ms McMillan later discovered that the payment had not been made to the practice and so contacted the insurers. They informed her that the payment had been made into an account for "*Banbridge Better Pets*". Ms McMillan confirms that this bank account had no connection with the practice. The College's case is that it was an account set up by the Respondent in order to receive payments intended for the practice, so he could keep them for himself.

The dog Boss (McMillan)

26. Charge 4(i): Ms McMillan also had a dog named Boss, and again the Respondent created two separate sets of records for this animal. They covered the period 4 February 2019 to 26 March 2019 (first set) and 2 March 2019 to 12 March 2019 (second set). There were inconsistencies in the two. One set showed a first vaccination being given on 4 February 2019 and the other showed the vaccination as having been given on 2 March 2019. The allegation in this charge relates to the creation of two sets of false notes for Boss.

27. On 22 February 2019 Ms McMillan took out insurance for Boss with Animal Friends.

28. Charge 4(ii): On 8 March 2019 Ms McMillan brought Boss to the practice for surgery, to be performed by the Respondent. Radiographs of Boss showed an issue with his heart, and he was euthanased on the same date. Once again Ms McMillan left the insurance claim to the Respondent. He duly made a claim, and Ms McMillan received confirmation from Animal Friends by letter dated 28 March 2019 stating that £249.18 had been paid to the practice in respect of the claim for Boss. In fact the sum had not been received by the practice. The College's case is that the Respondent again directed the payment to his own account.

Communication between Agria and the Respondent

29. On 13 May 2019 (some 2 weeks after the Respondent was challenged by his employers, Ms Bickerstaff and Mr Boyd) the Respondent telephoned Agria to ask whether his policy for Sophie could be cancelled on the basis of "*some personal issues*". He was told that, as claims had already been made against the policy, it could not be cancelled until the next renewal date.

30. On 30 July 2019, Helen Moore, a Claims Manager with Agria, telephoned the Respondent, as she had been informed by the practice that the Respondent had submitted fraudulent claims. The Respondent told her that he knew why she was telephoning and that he would be "*paying that all back*". There was then communication between Agria and the Respondent's solicitors. In September 2019, the Respondent paid £2,530 to Agria, as they had requested.

Communication between the College and the Respondent

31. Ms Moore and Mr Boyd notified the College of the fraudulent claims, and on 19 February 2020, the College wrote to the Respondent asking for his comments. He replied on 26 February 2020, stating:

"I am aware of the seriousness of my conduct and I accept full responsibility... I am fully aware my behaviour warrants removal from the register".

32. On 24 March 2020, the Respondent's solicitors wrote to the College enclosing a statement from their client dated 23 March 2020. This is included in the Inquiry Bundle at [2-22-23] and sets out the following admissions:

"From the outset I have accepted my full responsibility for the fraudulent claims submitted as detailed by Mrs Helen Moore of Agria-Pet... I am grateful for the attitude taken by her and Agria-Pet in that they have not reported the matter to the police ...

I acknowledge that there are additional concerns regarding my professional conduct with other insurance companies and my former employers ...

I accept full responsibility for my actions, and am guilty of all charges related to concerns raised about me ...

I deserve to face the full rigours of disciplinary action by the RCVS for my conduct. I am in breach of the principles of practice that form the core standards expected of a registered veterinary surgeon with the RCVS. My conduct was a serious deviation from the principles of honesty and integrity. I accept that I was in breach of client confidentiality and trust as I failed to certify facts honestly and with due care. I failed to adhere to the principles of certification."

33. The matter was then investigated fully by the College, and statements taken from relevant witnesses. This took time, in part due to the Covid pandemic, but also as there were some issues regarding witness communication. As a result of the investigation, the College identified misconduct and financial gain to the Respondent which went beyond that initially identified by the Practice and admitted by the Respondent in 2019. Eventually all statements were obtained (the final one dated December 2021). On 12 January 2022, the College wrote to the Respondent enclosing statements of the four witnesses, and a copy of the allegations (then in draft form, but mirroring the version now included in the Notice of Inquiry).
34. The Respondent's solicitors replied by letter of 2 February 2022, enclosing a further statement from the Respondent, in which he confirmed that he had read the statements made by the College's witnesses and had read through the allegations. He stated that he did not propose to contest these. He accepted that his conduct had amounted to a serious breach of the trust of his employers and noted that he had abused the trust of his then colleagues, Ms McMillan and Dr Maguire.

Dishonesty

35. Charge 5: The College alleges that the conduct set out in Charges 1 to 4 is clearly dishonest. The Respondent submitted false claims for the purpose of obtaining money to which he was not entitled, and falsified documents to support those claims. Such conduct is by its very nature dishonest.

Findings of the Committee in relation to Proof of the Charges – Stage 1

36. The Committee has followed the advice of the Legal Assessor and reviewed the evidence advanced by the College in support of its case against the Respondent in relation to each of the Charges laid against him independently of his pleas. It accepts that it is for the College to prove these charges and to prove them to the extent that the Committee is sure that each allegation viewed separately has been proved to the extent that the Committee could be sure of his guilt.
37. The Committee gave separate consideration to the issue of dishonesty as alleged in Charge 5. When doing so it noted that the witness statements of the College witnesses, which were accepted without the need for them to attend for cross examination, confirmed the existence of dishonesty on the part of the Respondent. These witness statements and the documents they annexed proved, to the extent that the Committee was sure, that the Respondent's conduct was premeditated and planned, extending as it did to the submission of 10 false insurance claims over a period of 2 months, claims which were supported by the sophisticated creation of detailed false clinical records. In the result the Committee was satisfied so that it was sure that the Respondent's conduct in each of the respects charged, was dishonest.
38. Having reviewed the evidence in support of each of the factual allegations alleged in each of the charges laid against the Respondent, the Committee is satisfied to the requisite extent that each of the facts contained within each of the charges laid has been proved.
39. The evidence advanced is overwhelming and the Committee is satisfied to the necessary extent that each of these charges has been proved.

The College's Submissions on Disgraceful Conduct

40. The College submitted that the facts as set out in the Notice of Inquiry amount to disgraceful conduct in a professional respect. "*Disgraceful conduct in a professional respect*" has been defined as conduct falling far short of that which is expected of a member of the profession – see *Macleod v RCVS PC88 of 2005*. It was further submitted that this issue is a matter for the Committee's judgment; there is no burden or standard of proof to be applied at this stage – see the RCVS Disciplinary Procedure Guidance (2020) at paragraph 22.
41. The College further submitted that:
- (i) The Code of Professional Conduct for Veterinary Surgeons ("the Code") provides that one of the five key principles that must be maintained by registrants is "*honesty and integrity*".
 - (ii) The Code contains a specific provision with regards to the importance of honest and accurate certification at 6.2: "*Veterinary surgeons must certify facts and opinions honestly and with due care, taking into account the 10 Principles of Certification.*"

- (iii) This is accompanied by detailed supporting guidance about the importance of accurate certification, including:

“21.4 Veterinarians must certify facts and opinions honestly and with due care, taking into account the 10 Principles of Certification set out below. They should not sign certificates which they know or ought to know are untrue, misleading or inaccurate. This applies equally to hand-written, printed and electronic certificates.”

- (iv) There is also supporting guidance specifically linked to insurance:

“9.32 An animal insurance policy is a contract between the animal owner (the client/policy holder) and the insurer and as such the only person that has the right to submit a claim under the policy is the client/policyholder. The veterinary surgeon may invoice the insurer for the submitted claim when authorised to do so by the client/policyholder. The veterinary surgeon’s role is to provide factual information to support the claim, and/or invoices if authorised. Animal insurance schemes rely on the integrity of the veterinary surgeon, who has a responsibility to both the client and insurance company.

9.33 Veterinary surgeons must act with integrity in all dealings with an animal insurance policy. They must complete claim forms carefully and honestly. A veterinary surgeon who acts dishonestly or fraudulently may be liable to criminal investigation and/or disciplinary action....

9.36 Particular care should be taken when the veterinary surgeon is treating their own animal, or an animal belonging to a family member or a close friend, and that animal is covered by an animal insurance policy. Generally, such conflicts of interest should be avoided. For that reason, it is advisable to get another veterinary surgeon to complete, sign and submit the claim form, wherever possible. Where this is not possible, the veterinary surgeon should state on the form the ownership of the animal.”

- (v) The Code also provides that:

“6.5 Veterinary surgeons must not engage in any activity or behaviour that would be likely to bring the profession into disrepute or undermine public confidence in the profession.”

- (vi) The Disciplinary Committee’s Procedure Guidance 2020 (paragraph 76) provides:

“Proven dishonesty has been held to come at the ‘top end’ of the spectrum of gravity of disgraceful conduct in a professional respect. In such cases, the gravity of the matter may flow from the possible consequences of the dishonesty as well as the dishonesty itself. The Privy Council has, in a case involving dishonesty, provided guidance on the distinction between removal and suspension from the register. ”

42. Based on the above submissions the College invited the Committee to consider that the dishonest conduct in this case related directly to the Respondent's professional life, as he was working as a veterinary surgeon when he completed and submitted the fraudulent claims. He obtained money from the insurance companies with regards to Sophie and Bruce, which had the potential to undermine public confidence in the profession. He also took money dishonestly from his employer (with regards to Angelo and Boss) as he was diverting funds that should have gone to the practice account and channelling them into his own.
43. In addition, the College asserted that the conduct jeopardised the position of his veterinary colleagues, for example Dr Maguire, whose signature he forged, and who would potentially have been implicated in the fraud by the fact that her name had been used.
44. The College also submitted that the Respondent's conduct represented a breach of trust in three ways. It was a significant breach of the trust placed in him by his employer, to process insurance claims on behalf of the practice. It was also a breach of the trust of his colleagues, for Ms McMillan (the practice receptionist) relied on him to process her claim. The conduct was also a serious breach of the trust placed in him as a member of the profession, to certify matters honestly and accurately. Insurance companies (and therefore those who pay their premiums) are entitled to expect that a registered veterinary surgeon's word can be relied on without question when they have signed an insurance claim form.
45. The College contended that as the insurance claim forms included declarations which he signed in his capacity as a member of the profession (and he also signed such declarations on claim forms in the name of another veterinary surgeon), this conduct amounted to false certification; and he thus breached an important aspect of the Code in relation to responsibilities of a veterinarian.
46. The College invited the Committee to take into account aggravating factors which they submitted were present in this case, insofar as they related to the conduct itself. Those which the College alleged were present comprised the following:
- (i) The Respondent's conduct was sophisticated, pre-meditated and meticulously planned. It involved creating numerous extensive clinical records for Sophie and Bruce, in order to make them appear credible when submitted in support of the fraudulent claims. He also completed claim forms with entirely fictitious details, and in doing so implicated another, innocent veterinary surgeon. The fraud was not opportunistic, for example, by increasing the amount of a genuine claim, but was dishonest from its very inception, by creating claims for animals that he did not have.
 - (ii) There was a direct and significant financial gain to the Respondent amounting to £13,214.56 in total (more than double the amount initially indicated to his employer).

- (iii) The misconduct was repeated and sustained; it could not be said to be a one-off, isolated incident.
- (iv) Those matters set out in Paragraph 39 of the Committee's Procedure Guidance document which set out examples of aggravating factors.

47. In summary the College submitted that the Respondent's conduct was dishonest and amounted to fraudulent certification, and it thereby contravened fundamental tenets of the profession. His behaviour constituted a breach of trust with regards to his employer, colleagues and members of the public. The conduct was repeated, sophisticated and premeditated. It resulted in significant financial gain. His conduct jeopardised the position and reputation of his colleagues, and undermined public trust in the profession. A member of the public would be rightly appalled to learn that a veterinary surgeon had abused his position by creating false records and submitting false claims in this way. The behaviour fell far short of the conduct expected of a member of the profession and amounts to disgraceful conduct in a professional respect.

Submissions on behalf of the Respondent

48. Mr Rafferty on behalf of the Respondent advanced no submissions on the Stage 1 or Stage 2 issues. In the light of the admissions made by the Respondent the Committee considers this understandable.

Decision of the Committee on Disgraceful Conduct in a Professional Respect

49. The Committee has read the Inquiry Bundle. That Bundle contains 2 "statements" which the Respondent submitted to the College in advance of this Hearing and, in addition, a number of testimonials as to the competence and character of the Respondent. The Respondent's statements contained admissions of dishonest conduct on his part in relation to the matters now set out in the Charges that have been laid against him. The testimonials, in the judgment of the Committee, raise matters of personal mitigation which are not relevant to the Stage 2 issue which has to be determined.

50. The Committee has given careful consideration to the content of all these documents. The Committee members took time to read the contents of the Inquiry Bundle in advance of the hearing and they reviewed them during their deliberations in retirement.

51. The Committee notes and the College accepts, that the test for considering whether behaviour amounts to disgraceful conduct in a professional respect is whether the conduct of the veterinary surgeon falls far short of that which is expected of a member of the veterinary profession. This decision is a matter for the Committee's judgement.

52. The Committee has had regard, as it is entitled to do, to relevant provisions in the Code of Professional Conduct for Veterinary Surgeons, and the Code's Supporting Guidance. The Committee has taken these provisions into account to the extent identified hereafter.
53. In the context of disciplinary proceedings, the public interest is defined as having 3 elements:
- (i) The protection and promotion of the health and welfare of animals and the protection of public health;
 - (ii) The promotion and maintenance of public confidence in the veterinary profession;
- and
- (iii) The promotion and maintenance of proper professional standards and conduct in the veterinary profession.
54. When considering the last two factors the Committee is entitled to, and indeed is required to, consider whether the Respondent's conduct would undermine public confidence in the veterinary profession as a whole and whether such conduct undermines the promotion and maintenance of proper professional standards and conduct in the veterinary profession.
55. In considering these issues, the Committee has had regard to the submissions of the College (as set out above). All of these have been considered in depth.
56. The Committee notes that Paragraph 6.5 of the Code of Professional Conduct for Veterinary Surgeons and Supporting Guidance prescribes that veterinary surgeons must not engage in any activity or behaviour that would be likely to bring the profession into disrepute or undermine public confidence in the profession.
57. This requirement is reinforced by the contents of the Code to Professional Conduct Part 1 – The Responsibilities of a Veterinary Surgeon. Which states "*Veterinary Surgeons seek to ensure the health and welfare of animals committed to their care and to fulfil their professional responsibilities by maintaining five principles of practice*" the second of those is "*honesty and integrity*" and the fifth of those is "*professional accountability*".
58. The Committee has concluded that each of the submissions advanced by Counsel for the College is entirely well-founded. That said, those factors which appear to the Committee to be the most important to its decision on the question of whether the Respondent's misconduct amounts to disgraceful conduct in a professional respect are identified below.
59. Aggravating features in this case include the fact that two of these proven charges relate to acts of dishonesty committed during the course of purportedly acting on behalf of a client, Ms McMillan. Such clients are heavily dependent on their veterinary

surgeon's honesty when submitting insurance claims relating to their animals. Without assistance from their veterinary surgeon insurance claims would not be accepted by Insurers. Accordingly, any acts by a veterinary surgeon which undermines that relationship and adversely affects the willingness of the insurance industry to accept the probity of the veterinary surgeon submitting such claims, will have serious consequences for animal owners. Animal owners take out insurance as a hedge against the possibility that their animals may need expensive or long-running treatment. If that concept is undermined by the need for insurers to instigate further measures to ensure the honesty of claims submissions the additional costs associated with such additional measures will ultimately be borne by the animal owning public. There is, therefore, a very real public interest in the ability of the profession to uphold the highest standards of probity in veterinary surgeons who are called upon to either validate or submit insurance claims on behalf of their animal owning clients. The Committee considers that in this case it is appropriate to treat the element of dishonesty inherent in the Respondent's conduct as an aggravating feature of Charges 3 and 4, these being charges which relate to deception of a client as well as the affected insurer.

60. Further, the conduct involved in Charges 1 and 2 is made the more serious by reason of the fact that it involved the creation of entirely fictitious animals so that monies could be paid by insurers directly to the Respondent via a false bank account opened in a name similar to that of the practice by which he was employed. This was a gross breach of the trust which his fellow veterinary surgeons reposed in him, trust that he would act honestly, in the interests of the practice and that he would not abuse their trust.
61. Next, the premeditated nature of the Respondent's dishonest conduct is an aggravating feature in the judgement of the Committee. The misconduct continued for an extended period of over a period of 2 months and entailed the submission on no less than 10 false insurance claims. The scheme he devised which enabled him to advance these fraudulent claims necessitated careful preparation and the creation of a series of false documents to substantiate the claims he was intent on submitting to the insurers affected.
62. The dishonest conduct was directly linked to the Respondent's professional conduct within the practice that employed him.
63. As to mitigating factors which could serve to reduce the gravity of the dishonesty charged, there are the following features: his early admission to his employers of some of his dishonesty, albeit not the entirety of it; and his immediate acceptance of his guilt when written to by the College concerning the conduct now set out in the Charges to which he entered admissions at the start of this Disciplinary Hearing.

Conclusion

64. Having considered all of the above matters, the Committee has no hesitation in concluding that the Respondent's dishonest conduct will have severely undermined the confidence of the public in the veterinary profession and, further, that his conduct fell far short of the standards and conduct properly to be expected of a member of the veterinary profession. The Committee is satisfied that this conduct by the Respondent brought the profession into disrepute.
65. The Committee has a duty to consider the wider public interest, taking into account the view of the reasonable member of the public who was well informed of all the facts and evidence in the case. Such a person should not expect perfection in a veterinary surgeon, but the Respondent's conduct was liable to have a seriously detrimental effect on the reputation of the profession. The Committee considered that members of the public would rightly be troubled that a veterinary surgeon had committed acts of dishonesty of this kind, which involved submitting false claims for the treatment of animals allegedly in his charge in order to secure financial gain for himself. The Respondent's conduct caused the affected insurers to be defrauded. Veterinary surgeons are expected to conduct themselves generally in accordance with standards of professional persons. Professional persons are rightly expected to act with integrity. Failure to do so can, and in this case does, reflect adversely upon the reputation of the profession as a whole.
66. The Committee is satisfied that this conduct, fell far below the standard expected of a Registered Veterinary Surgeon and that his dishonesty was of a nature and seriousness that amounts to disgraceful conduct in a professional respect. To find otherwise would undermine public confidence in the profession and fail to uphold proper standards of conduct and behaviour in veterinary surgeons.
67. Accordingly, it is the judgement of this Committee that the Respondent's dishonest conduct whether considered as separate and individual charges or in combination constitutes disgraceful conduct in a professional respect and it so finds.
68. The Committee will now proceed to consider Stage 3 of this disciplinary process – namely to consider the appropriate sanction.

Disciplinary Committee
27 April 2022