

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 54 Session of 2017

INTRODUCED BY GREENLEAF, VULAKOVICH, FARNESE, BREWSTER,
YUDICHAK, FONTANA, COSTA AND RAFFERTY, JANUARY 12, 2017

REFERRED TO CONSUMER PROTECTION AND PROFESSIONAL LICENSURE,
JANUARY 12, 2017

AN ACT

1 Amending the act of December 17, 1968 (P.L.1224, No.387),
2 entitled "An act prohibiting unfair methods of competition
3 and unfair or deceptive acts or practices in the conduct of
4 any trade or commerce, giving the Attorney General and
5 District Attorneys certain powers and duties and providing
6 penalties," further providing for dog purchaser protection.

7 The General Assembly of the Commonwealth of Pennsylvania
8 hereby enacts as follows:

9 Section 1. Section 9.3(a)(2), (b), (c), (d) and (i) of the
10 act of December 17, 1968 (P.L.1224, No.387), known as the Unfair
11 Trade Practices and Consumer Protection Law, are amended and the
12 section is amended by adding subsections to read:

13 Section 9.3. Dog Purchaser Protection.--(a) * * *

14 (2) (i) [A] Except as provided under subsection (b.2)(3) of
15 this section, a health certificate issued by a veterinarian
16 shall certify the dog sold by the seller to be apparently free
17 of any contagious or infectious illness and apparently free from
18 any defect which is congenital or hereditary and diagnosable
19 with reasonable accuracy and does not appear to be clinically
20 ill from parasitic infestation at the time of the physical

1 examination. The health certificate shall include the name,
2 address and signature of the veterinarian and the date the dog
3 was examined.

4 (ii) [A] Except as provided under subsection (b.2)(3) of
5 this section, a guarantee of good health issued by the seller,
6 and dated and signed by the seller and the purchaser on the date
7 of the sale, warranting that the dog being sold is apparently
8 free of and does not exhibit any signs of any contagious or
9 infectious disease, is apparently free from and does not exhibit
10 any signs of any defect which is congenital or hereditary; and
11 does not exhibit any signs of being clinically ill or exhibit
12 any signs of a parasitic infestation on the date of the sale.
13 The guarantee of good health shall clearly state in bold type:

14 THIS GUARANTEE DOES NOT WARRANT THAT THIS DOG HAS BEEN
15 EXAMINED BY A VETERINARIAN. THE PURCHASER IS ENCOURAGED
16 TO HAVE THIS DOG EXAMINED BY A VETERINARIAN AS SOON AFTER
17 PURCHASE AS IS FEASIBLE.

18 The seller shall also verbally state these facts to the
19 purchaser.

20 (a.1) A releasing agency shall provide a new owner of a dog
21 with a health record for the dog at the time of adoption. The
22 health record supplied by the releasing agency shall include the
23 following:

24 (1) The dog's breed. If the breed is unknown or mixed, the
25 health record shall so indicate.

26 (2) The dog's approximate age, if known.

27 (3) The dog's gender.

28 (4) The dog's color and markings.

29 (5) A list of all vaccinations, if known, administered to
30 the dog, the date and type of vaccinations and the name of the

1 person who administered them, if known, up to the date of
2 adoption.

3 (6) A record of any known disease, illness or condition with
4 which the dog is or has been afflicted at the time of the
5 adoption.

6 (7) A record of any veterinary treatment or medication
7 received by the dog while in possession of the releasing agency
8 to treat any disease, illness or condition.

9 (8) The date, dosage and type of any parasitical medicine,
10 if known, that was administered to the dog.

11 (9) The name, address and signature of an authorized person
12 at the releasing agency, along with a statement affirming all of
13 the information provided in this subsection is true to the best
14 of the releasing agency's knowledge and belief.

15 (b) If, within [ten] fourteen days after the date of
16 purchase, a dog purchased from a seller is determined, through
17 physical examination, diagnostic tests or necropsy by a
18 veterinarian, to be clinically ill or [dies] to have died from
19 any contagious or infectious illness or any parasitic illness
20 which renders it unfit for purchase [or results in its death],
21 the purchaser may exercise one of the following options:

22 (1) Return the dog to the seller for a complete refund of
23 the purchase price, not including the sales tax.

24 (2) Return the dog to the seller for a replacement dog of
25 equal value of the purchaser's choice, providing a replacement
26 dog is available.

27 (3) Retain the dog and be entitled to receive reimbursement
28 from the seller for reasonable veterinary fees incurred in
29 curing [or], attempting to cure or treating the affected dog,
30 subject to the limitation that the seller's liability for

1 reimbursement shall not exceed the purchase price, not including
2 sales tax, of the dog. This clause shall apply only if the
3 purchaser's veterinarian determines the dog's illness can be
4 treated [and corrected] by procedures that are appropriate and
5 customary. The value of these services is considered reasonable
6 if comparable to the value of similar services rendered by other
7 licensed veterinarians in reasonable proximity to the treating
8 veterinarian. Reimbursement shall not include the costs of the
9 initial veterinary examination fee and diagnostic or treatment
10 fees not directly related to the veterinarian's certification
11 that the animal is unfit for purchase pursuant to this section.
12 [If, however, the purchaser's veterinarian determines the dog's
13 illness is incurable, only the options in clauses (1) and (2) of
14 this subsection shall apply.

15 For the purposes of this subsection, veterinary findings of
16 intestinal and external parasites shall not be grounds for
17 declaring the dog unfit for purchase unless the dog is
18 clinically ill or dies due to that condition. A dog shall not be
19 found unfit for purchase on account of injury sustained or
20 illness most likely contracted subsequent to the date of sale.]

21 (b.1) (1) If, within [thirty] ninety days after the date of
22 purchase, a dog purchased from a seller is [certified]
23 determined, through physical examination, diagnostic tests or
24 necropsy by a veterinarian [that the dog has or] to have a
25 defect or to have died from a defect which is congenital or
26 hereditary and which [adversely affects or affected the health
27 of the animal] renders it unfit for purchase, the purchaser may
28 exercise one of the options as provided in [clauses (1), (2) and
29 (3) of this subsection.] subsection (b) of this section.

30 (2) Remedies available under [clauses (1), (2) and (3) of

1 this] subsection (b) of this section shall also apply to
2 replacement dogs.

3 (b.2) (1) A dog shall not be found unfit for purchase for
4 the purposes of subsection (b) of this section because of
5 veterinary findings of intestinal or external parasites unless
6 the dog is clinically ill or dies due to the condition.

7 (2) A dog shall not be found unfit for purchase on account
8 of injury sustained or illness most likely contracted subsequent
9 to the date of sale.

10 (3) A dog shall not be found unfit for purchase because of a
11 health problem which, in addition to a health certificate or
12 guarantee of good health required under subsection (a) of this
13 section, is separately disclosed by the seller in writing at the
14 time of sale. Such disclosure shall be signed by both the seller
15 and the purchaser at the time of sale and shall be documented in
16 the health certificate or guarantee of good health.

17 (c) A veterinarian's certification of illness, congenital or
18 hereditary defects or death shall be necessary for a refund or
19 replacement or to receive reimbursement for veterinary costs if
20 the dog is retained by the purchaser and treated for illness or
21 congenital or hereditary defect as provided in this section. The
22 veterinarian's certification shall be supplied at the
23 purchaser's expense. The veterinarian's certification shall
24 state the following information:

25 (1) The purchaser's name and address.

26 (2) The date the dog was examined.

27 (3) The breed and age of the dog.

28 (4) (i) That the veterinarian examined the dog.

29 (ii) That the dog has or had an illness as described in
30 subsection (b) of this section or a defect as described in

1 subsection (b) of this section which renders it unfit for
2 purchase or which resulted in its death.

3 (iii) The precise findings of the examination, diagnostic
4 tests or necropsy.

5 (5) The treatment recommended, if any, and an estimate or
6 the actual cost of the treatment should the purchaser choose to
7 retain the dog and seek reimbursement for veterinary fees to
8 cure or attempt to cure the dog.

9 (6) The veterinarian's name, address, telephone number and
10 signature.

11 Within [two] five business days of a veterinary examination
12 which certifies illness, defect or death, the purchaser shall
13 notify the seller of the name, address and telephone number of
14 the examining veterinarian. Failure to notify the seller or to
15 carry out the recommended treatment prescribed by the examining
16 veterinarian who made the initial diagnosis until a remedy as
17 provided for in subsection (b) of this section is agreed upon
18 shall result in the purchaser's forfeiture of rights under this
19 section. [Subsection (b) of this section shall not apply where a
20 seller who has provided a health certificate issued by a
21 veterinarian discloses in writing at the time of sale the health
22 problem for which the buyer later seeks to return the dog. Such
23 disclosures shall be signed by both the seller and purchaser.
24 Where the seller has provided a guarantee of good health,
25 subsection (b) of this section shall apply regardless of whether
26 the seller disclosed the health problem at the time of sale.]

27 (d) The refund or reimbursement required by this section
28 shall be made by the seller not later than fourteen days
29 following receipt of the veterinarian's certification that the
30 dog is unfit for purchase or has died from a condition defined

1 as unfit for purchase in this section. The certification shall
2 be presented to the seller not later than [five] seven days
3 following receipt thereof by the purchaser.

4 * * *

5 (i) As used in this section:

6 "Adopt" or "adoption" means the transfer of ownership of a
7 dog from a releasing agency to a new owner.

8 "New owner" means a person who adopts a dog from a releasing
9 agency.

10 "Releasing agency" means a releasing agency as defined under
11 section 901-A of the act of December 7, 1982 (P.L.784, No.225),
12 known as the "Dog Law."

13 "Seller" means a kennel, pet shop operator or other
14 individual who sells dogs to the public and who owns or operates
15 a kennel or pet shop which is required to be licensed by the
16 Pennsylvania Department of Agriculture or the United States
17 Department of Agriculture. The term shall not include nonprofit
18 kennels as defined under the act of December 7, 1982 (P.L.784,
19 No.225), known as the "Dog Law."

20 "Unfit for purchase" means any disease, deformity, injury,
21 physical condition, illness or any defect which is congenital or
22 hereditary and which [severely affects] has a significant
23 adverse effect on the health of the animal or which was
24 manifest, capable of diagnosis or likely to have been contracted
25 on or before the sale and delivery of the animal to the
26 consumer.

27 "Veterinarian" means an individual licensed under the laws of
28 this Commonwealth or any other state to practice veterinary
29 medicine and surgery.

30 Section 2. This act shall take effect in 60 days.