

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1737 Session of  
2001

INTRODUCED BY SAYLOR, GABIG, L. I. COHEN, J. EVANS, WATSON,  
STABACK, WASHINGTON, JAMES, BELFANTI, BISHOP, CALTAGIRONE,  
CORRIGAN, COY, DALEY, DIVEN, FRANKEL, GEIST, GEORGE, HERMAN,  
LaGROTTA, LAUGHLIN, R. MILLER, PISTELLA, READSHAW, ROONEY,  
SOLOBAY, STEELMAN, TRELLO, C. WILLIAMS AND YOUNGBLOOD,  
JUNE 12, 2001

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, JUNE 12, 2001

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(b) and (c) of the act of December 17,  
10 1968 (P.L.1224, No.387), known as the Unfair Trade Practices and  
11 Consumer Protection Law, reenacted and amended November 24, 1976  
12 (P.L.1166, No.260) and added June 25, 1997 (P.L.287, No.27), are  
13 amended to read:

14 Section 9.3. Dog Purchaser Protection.--\* \* \*

15 (b) If, within ten days after the date of purchase, a dog  
16 purchased from a seller is determined, through physical  
17 examination, diagnostic tests or necropsy by a veterinarian, to  
18 be clinically ill or dies from any contagious or infectious

1 illness or any parasitic illness which renders it unfit for  
2 purchase or results in its death, the purchaser may exercise one  
3 of the following options:

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

6 (2) Return the dog to the seller for a replacement dog of  
7 equal value of the purchaser's choice, providing a replacement  
8 dog is available.

9 (3) Retain the dog and be entitled to receive reimbursement  
10 from the seller for all reasonable, out-of-pocket veterinary  
11 fees incurred in curing or attempting to cure the affected dog[,  
12 subject to the limitation that the seller's liability for  
13 reimbursement shall not exceed the purchase price, not including  
14 sales tax, of the dog]. This clause shall apply only if the  
15 purchaser's veterinarian determines the dog's illness can be  
16 treated and corrected by procedures that are appropriate and  
17 customary. The value of these services is considered reasonable  
18 if comparable to the value of similar services rendered by other  
19 licensed veterinarians in reasonable proximity to the treating  
20 veterinarian. Reimbursement shall not include the costs of the  
21 initial veterinary examination fee and diagnostic or treatment  
22 fees not directly related to the veterinarian's certification  
23 that the animal is unfit for purchase pursuant to this section.  
24 If, however, the purchaser's veterinarian determines the dog's  
25 illness is incurable, only the options in clauses (1) and (2) of  
26 this subsection shall apply.

27 For the purposes of this subsection, veterinary findings of  
28 intestinal and external parasites shall not be grounds for  
29 declaring the dog unfit for purchase unless the dog is  
30 clinically ill or dies due to that condition. A dog shall not be

1 found unfit for purchase on account of injury sustained or  
2 illness most likely contracted subsequent to the date of sale.  
3 If, within thirty days after the date of purchase, a dog  
4 purchased from a seller is certified through physical  
5 examination, diagnostic tests or necropsy by a veterinarian that  
6 the dog has or died from a defect which is congenital or  
7 hereditary and which adversely affects or affected the health of  
8 the animal, the purchaser may within a reasonable time period  
9 exercise one of the options as provided in clauses (1), (2) and  
10 (3) of this subsection. Remedies available under clauses (1),  
11 (2) and (3) of this subsection shall also apply to replacement  
12 dogs. The thirty-day time period shall not apply to congenital  
13 or hereditary ailments which may not manifest within such time  
14 period.

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

- 23 (1) The purchaser's name and address.
- 24 (2) The date the dog was examined.
- 25 (3) The breed and age of the dog.
- 26 (4) (i) That the veterinarian examined the dog.
- 27 (ii) That the dog has or had an illness as described in  
28 subsection (b) of this section or a defect as described in  
29 subsection (b) of this section which renders it unfit for  
30 purchase or which resulted in its death.

1 (iii) The precise findings of the examination, diagnostic  
2 tests or necropsy.

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

7 (6) The veterinarian's name, address, telephone number and  
8 signature.

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

25 \* \* \*

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