

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 1252 Session of  
2006

INTRODUCED BY GREENLEAF, WENGER, FONTANA, WONDERLING, RAFFERTY,  
COSTA, PILEGGI, LOGAN, PUNT, ERICKSON AND BOSCOLA,  
JUNE 22, 2006

REFERRED TO AGRICULTURE AND RURAL AFFAIRS, JUNE 22, 2006

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

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

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 from any contagious  
19 or infectious illness or any parasitic illness which renders it

1 unfit for purchase or results in its death, the purchaser may  
2 exercise one of the following options:

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

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

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

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

1 illness most likely contracted subsequent to the date of sale.  
2 If, within [thirty] ninety days after the date of purchase, a  
3 dog purchased from a seller is certified through physical  
4 examination, diagnostic tests or necropsy by a veterinarian that  
5 the dog has or died from a defect which is congenital or  
6 hereditary and which adversely affects or affected the health of  
7 the animal, the purchaser may exercise one of the options as  
8 provided in clauses (1), (2) and (3) of this subsection.  
9 Remedies available under clauses (1), (2) and (3) of this  
10 subsection shall also apply to replacement dogs.

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

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

20 (2) The date the dog was examined.

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

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

23 (ii) That the dog has or had an illness as described in  
24 subsection (b) of this section or a defect as described in  
25 subsection (b) of this section which renders it unfit for  
26 purchase or which resulted in its death.

27 (iii) The precise findings of the examination, diagnostic  
28 tests or necropsy.

29 (5) The treatment recommended, if any, and an estimate or  
30 the actual cost of the treatment should the purchaser choose to

1 retain the dog and seek reimbursement for veterinary fees to  
2 cure or attempt to cure the dog.

3 (6) The veterinarian's name, address, telephone number and  
4 signature.

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

21 (d) The refund or reimbursement required by this section  
22 shall be made by the seller not later than fourteen days  
23 following receipt of the veterinarian's certification that the  
24 dog is unfit for purchase or has died from a condition defined  
25 as unfit for purchase in this section. The certification shall  
26 be presented to the seller not later than [five] seven days  
27 following receipt thereof by the purchaser.

28 \* \* \*

29 (f) (1) Any seller who advertises or otherwise represents  
30 that a dog is registered or registerable shall provide the

1 purchaser of the dog with the following information at the time  
2 of sale:

3 (i) The breeder's name and address.

4 (ii) The name and registration number of the dam and sire of  
5 the purchased dog's litter.

6 (iii) The name and address of the pedigree registry  
7 organization where the dam and sire are registered.

8 (2) All documentation necessary to effect the registration  
9 of the dog shall be provided by the seller to the owner within  
10 one hundred twenty days of the date of sale. The one-hundred-  
11 twenty-day period may be extended by the seller if the dog is  
12 being imported from outside the United States by notifying the  
13 purchaser in writing of the reason for the extension and a  
14 reasonable estimate of the arrival date of the registration  
15 documents.

16 (3) If the seller fails to provide this documentation within  
17 one hundred twenty days of the date of sale or fails to notify  
18 the purchaser of an extension under clause (2) of this  
19 subsection, the purchaser may elect one of the following  
20 remedies:

21 (i) Return the dog and receive a full refund of the purchase  
22 price, not including sales tax.

23 (ii) Retain the dog and receive a refund from the seller in  
24 an amount equal to fifty per cent of the purchase price[.],  
25 unless the seller has misrepresented the dog's pedigree to the  
26 purchaser, in which case the amount of the refund shall be the  
27 full purchase price of the dog, not including sales tax.

28 (4) The seller may withhold the dog's registration  
29 application until the purchaser supplies the seller with a  
30 signed veterinarian's certificate stating that the dog has been

1   spayed or neutered, provided that withholding of the application  
2   was agreed to in writing by the purchaser at the time of sale.  
3   The seller shall provide the registration application within ten  
4   days of receiving the veterinarian's certificate if the  
5   certificate is supplied beyond the one-hundred-twenty-day period  
6   provided for in clause (2) of this subsection.

7       \* \* \*

8       (i)   As used in this section:

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

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

23       "Veterinarian" means an individual licensed under the laws of  
24   this Commonwealth or any other state to practice veterinary  
25   medicine and surgery.

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