



PET WARRANTY LEGISLATION INTRODUCED IN PENNSYLVANIA

The Issue:

Legislation has been introduced in Pennsylvania adding new specifications to current “Dog Purchaser Protection” laws. [Senate Bill 27](#) modifies the number of days allotted for warranty purposes and specifies conditions which will not qualify a dog as “unfit for purchase”.

The Impact:

SB 27 amends current law by providing that “if, within 14 days [10 days under existing law] after the date of purchase, a dog purchased from a seller is determined, through physical examination, diagnostic tests or necropsy by a veterinarian, to be clinically ill or to have died from any contagious or infectious illness or any parasitic illness which renders it unfit for purchase, the purchaser may exercise one of the following options:

- Return the dog to the seller for a complete refund of the purchase price, not including the sales tax;
- Return the dog to the seller for a replacement dog of equal value of the purchaser's choice, providing a replacement dog is available; or
- Retain the dog and be entitled to receive reimbursement from the seller for reasonable veterinary fees incurred in curing, attempting to cure or treating the affected dog, subject to the limitation that the seller's liability for reimbursement shall not exceed the purchase price, not including sales tax, of the dog. (**NOTE:** This clause applies only if the purchaser's veterinarian determines the dog's illness is treatable and reimbursement will not include the costs of the initial veterinary examination fee and diagnostic or treatment fees not directly related to the veterinarian's certification that the animal is unfit for purchase.)

The bill also proposes changes to the number of days, **from 30 to 90 days** from the date of purchase, in which a dog purchaser may seek remedy if a veterinarian finds that a dog has a defect which is congenital or hereditary and renders it unfit for purchase, or has died from such a defect.

Under this legislation, the following criteria do not qualify a dog as “unfit for purchase” (which would permit the purchaser to receive a remedy under the warranty):

- Veterinary findings of intestinal or external parasites unless the dog is clinically ill or dies due to the condition;

- Injury sustained or illness most likely contracted subsequent to the date of sale; and
- A health problem which is separately disclosed by the seller in writing at the time of sale. (NOTE: Such disclosure must be signed by both the seller and the purchaser at the time of sale and shall be documented in the health certificate or guarantee of good health).

Recommended Action:

SB 27 has been assigned to the [Senate Committee on Consumer Protection & Professional Licensure](#) but has not yet been set for hearing. PIJAC is not recommending specific action at this time, though persons concerned about this bill may wish to contact members of the committee. PIJAC would welcome a copy of any correspondence to the committee.

Should you have further questions about this bill, or desire additional information, contact PIJAC's Bambi Nicole Osborne via email at Bambi@pijac.org or by phone at 202-452-1525, ext 105.

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The Pet Industry Joint Advisory Council (PIJAC) has been protecting and promoting responsible pet ownership for nearly forty years. Follow our successes, events, and action alerts through Facebook and/or Twitter at PIJAC4pets. If you are not already a Member, please join us today by visiting www.pijac.org/membership. For additional information on PIJAC and its many exciting campaigns, please visit: www.pijac.org. Or, contact us at 1-800-553-PETS (1-800-553-7387); members@pijac.org.

On behalf of pets, responsible pet owners, and the pet industry, we thank you!