

FACTS FOR PURCHASERS



Dog Purchaser Protection

Pennsylvania
Office of Attorney General

Q. What is a veterinarian certification?

A. This certification will state: the purchaser's name and address; the date the dog was examined; the breed and age of the dog; that the dog has an illness or defect which renders it unfit for purchase; the precise findings of the examination; any recommended treatment and the fees associated with the treatment; and the veterinarian's name, address telephone number and signature.

Q. Who pays for the veterinarian certification?

A. The purchaser is responsible for bearing the expense of the certification.

Q. How many days do I have to present the veterinarian certification to the seller?

A. First, you must notify the seller of the examining veterinarian's name, address, and telephone number, and that the dog has a certified illness, defect or died. Then, you must present the veterinarian certification within 5 days of receiving it.

Q. What should I do if the seller wishes to contest a demand for refund, replacement or reimbursement?

A. The seller shall have the right, within two business days of notification of a condition which renders the dog unfit for purchase to require you to produce the dog for examination by a licensed veterinarian designated by the seller. Failure to produce the dog within two business days from examination will nullify any obligation to replace, refund or reimburse by the seller.

Q. What is the difference between a health certificate and a veterinarian certification?

A. A health certificate is provided by the seller. A veterinarian certification is obtained by you if the animal becomes sick or dies. This is the major distinction between both certifications, although both are certified by a veterinarian and most of the information on each certification is similar.

Q. How many days does the seller have to provide documentation for registering my dog?

A. The seller must provide all documentation to effect registration within 120 days. If the seller does not, you have two options:

1. Return the dog and receive a full refund of the purchase price.
2. Retain the dog and receive a 50% refund of the purchase price.

Q. If my dog can be registered, what does the seller have to provide at the time of sale?

A. The seller will provide the breeder's name and address, the name and registration number of the dam and sire, and the name and address of the pedigree registry organization where the dam and sire are registered.

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COMMON QUESTIONS

The Dog Purchaser Protection Act, Section 9.3, is an amendment to the Unfair Trade Practices and Consumer Protection Law.

The amendment was effective on August 25, 1997. The law establishes basic standards that dog sellers, dog purchasers, veterinarians and any other party subject to this provision must meet.

This section, as well as all of the Unfair Trade Practices and Consumer Protection Law, is enforced by my Bureau of Consumer Protection.

A civil penalty of up to \$1,000 may be levied against any person who violates any provision of this section, and up to \$2,000 against any seller who conducts business under this section without a proper license.

Q. Does the seller have to provide you with any type of health record?

A. Yes, and it must state the dog's breed, date of birth, sex, color and marking, vaccination(s) with the name of the person who administered them, any parasitological medicine administered to the dog with the date, dosage and type stated. The seller must also provide a statement that all of the information provided is true to the best of the seller's knowledge and belief.

Q. Is a health certificate necessary, and if so who provides it?

A. A health certificate issued by a veterinarian within 21 days prior to the date of sale may be substituted for a guarantee of good health issued and signed by the seller. Either verification is provided by the seller.

Q. What is a health certificate?

A. A health certificate will certify the dog is free from illness and defects, does not appear clinically ill from parasitic infestations and will include the name, address, signature of the seller and date of examination.

Q. What is a guarantee of good health?

A. A guarantee of good health is issued by the seller, dated and signed by the seller and you. It shall state that the dog is free from disease, defects and does not appear to be clinically ill from parasitic infestation.

Q. What happens if my dog becomes sick or dies?

A. If within 10 days after purchase your dog dies or is determined by a veterinarian to have a contagious, infectious, parasitic illness or becomes clinically ill, you have the following options:

1. Return the dog for a complete refund;
2. Return the dog for a replacement dog of equal value; OR
3. Retain the dog and receive reimbursement for reasonable veterinary fees, not exceeding the purchase price.

Q. What happens if my dog dies or is determined to have a congenital or hereditary defect?

A. If within 30 days your dog dies or is determined to have a defect which adversely affects the animal, you have the following options:

1. Return the dog for a complete refund;
2. Return the dog for a replacement dog of equal value; OR
3. Retain the dog and receive reimbursement for reasonable veterinary fees, not exceeding the purchase price.

Q. How long should it take to get a refund?

A. Refunds or reimbursements will be made no later than 14 days after the seller receives the veterinarian certification.