## CONSUMER RESPONSIBILITIES

Buyers must take newly purchased dogs to a state licensed veterinarian within 10 days of purchase to protect their rights under the Dog Purchaser Protection Act.

If the dog dies or is found to have a certified illness or defect, buyers must notify the seller immediately with the veterinarian's name, address, and telephone number. Buyers must provide the *veterinarian's certification* to the seller within five days of receiving it.

A *veterinarian's 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. The purchaser is responsible for bearing the expense of the certification.

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

1. Return for a complete refund;

2. Return for a replacement dog of equal value; OR

3. Retain the dog and receive reimbursement for reasonable veterinary fees, not exceeding the purchase price.

If, within 30 days, the dog dies or is determined to have a congenital or hereditary defect which adversely affects the animal, the following options can be taken:

1. Return for a complete refund;

2. Return for a replacement dog of equal value; OR

3. Retain the dog and receive reimbursement for reasonable veterinary fees, not exceeding the purchase price.

A *veterinarian's certification* of illness, congenital or hereditary defects or death is necessary for a purchaser to get a refund, replacement puppy or even for reimbursement of veterinary costs. First, the seller must be notified of the examining veterinarian's name, address, and telephone number, and that the dog has a certified illness, defect, or has died. Then, the purchaser must present the veterinarian certification within 5 days of receiving it.

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

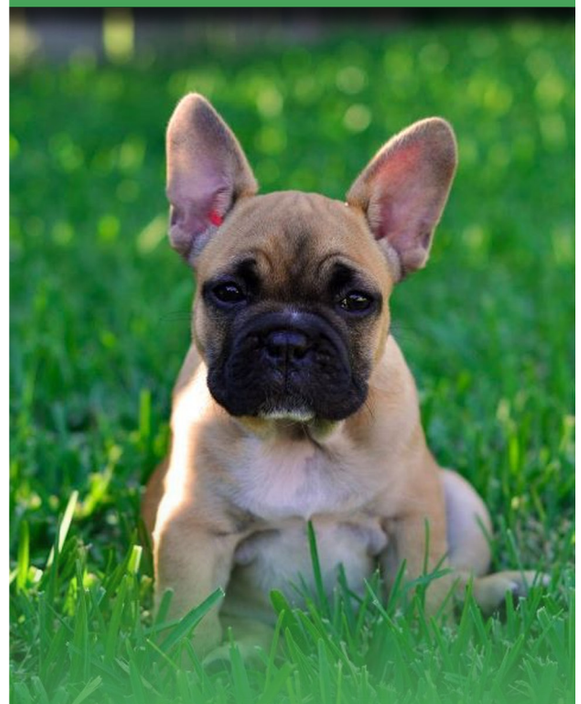
If the seller wants to contest the findings, they shall have the right, within two business days of notification of a condition which renders the dog unfit for purchase to require you to produce the dog for examination by a licensed veterinarian designated by the seller. Failure to produce the dog within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


Pennsylvania
Office of Attorney General
Public Protection Division
Bureau of Consumer Protection

Toll Free Helpline:
**1-800-441-2555**


**www.attorneygeneral.gov**

PENNSYLVANIA
## OFFICE OF ATTORNEY GENERAL



# PUPPY LEMON LAW

DOG PURCHASER PROTECTION PROVISION

Information for sellers, buyers and veterinarians

Bruce R. Beemer
ATTORNEY GENERAL

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***A dog can be our best friend, extra family member or a long time companion. Their health is important to us from the first day they join our homes. In an effort to ensure that consumers buying a dog in Pennsylvania know their new pet has a clean bill of health, the Dog Purchaser Protection Provision, Section 9.3, was added to the Unfair Trade Practices and Consumer Protection Law.***

***This provision, also known as the Puppy Lemon Law, establishes basic standards that dog sellers, dog purchasers, veterinarians, and any other party subject to this provision must meet.***

***A civil penalty of up to $1,000 may be levied against any person, whether licensed or not, who violates any provision of this section.***

***This brochure is designed to help dog sellers, purchasers, and veterinarians understand the Dog Purchaser Protection Act and the responsibilities of each party.***

Bruce R. Beemer
ATTORNEY GENERAL

## SELLER RESPONSIBILITIES

Sellers must post a notice of consumer rights contained in the Puppy Lemon Law and must provide a written copy of those rights to anyone purchasing a dog. The seller must provide a *health record* for the dog at the time of sale.

The *health record* must state the dog's breed, date of birth, sex, color and marking(s), vaccination(s) with the name of the person who administered them, and any parasitical 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.

Additionally, the seller must provide a *health certificate* or *written guarantee* to the buyer. 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 veterinarian and date of examination. A *guarantee of good health* is issued by the seller and is dated and signed by the seller and purchaser. It shall state that the dog is free from disease and defects and does not appear to be clinically ill from parasitic infestation. A *health certificate* issued by a veterinarian up to 21 days prior to the date of sale

may be substituted for a guarantee of good health issued and signed by the seller. The seller's guarantee must be provided in writing and verbally.

If the dog is able to be registered, the seller must 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.

The seller must provide all documentation to effect registration within 120 days of the sale. If the seller does not, the purchaser has these 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.