

44-1799.05. Purchaser remedies for sale of unfit cats or dogs; requirements; exceptions

A. A cat or dog that is purchased from a pet dealer is considered to be unfit for sale if either of the following applies:

1. Within fifteen days after the purchaser takes possession of the animal, a veterinarian who is licensed pursuant to title 32, chapter 21, states in writing that in the veterinarian's opinion the cat or dog has become ill or otherwise symptomatic due to any illness, injury or other defect that existed in the animal before the purchaser took possession of the animal.
2. Within sixty days after the purchaser takes possession of the animal, a veterinarian who is licensed pursuant to title 32, chapter 21 states in writing that the animal has a congenital or hereditary condition that adversely affects the health of the animal or that requires or is likely to require hospitalization or nonelective surgical procedures.

B. The veterinary statement that is required pursuant to subsection A shall contain the following information:

1. The purchaser's name and address.
2. The date or dates on which the cat or dog was examined.
3. The type, breed and age of the cat or dog, if known.
4. A verification that the veterinarian examined the cat or dog.
5. A statement that the cat or dog had an illness or congenital or hereditary problem that rendered the cat or dog unfit for sale or that resulted in the cat's or dog's death.
6. The findings of the examination or necropsy, including laboratory results or copies of laboratory reports.

C. If a cat or dog is unfit for sale pursuant to subsection A, the purchaser may elect one of the following remedies:

1. Return the animal to the pet dealer for a refund of the purchase price, including transaction privilege, sales or similar excise tax.
2. If a replacement animal is available, exchange the animal for an animal of the same species and of equivalent value and receive reimbursement for reasonable veterinary fees for diagnosis and treatment in an amount of not more than the original purchase price of the animal, including transaction privilege, sales or similar excise tax.
3. Retain the animal and receive reimbursement from the pet dealer for reasonable veterinary fees for diagnosis and treatment in an amount of not more than the original purchase price of the animal, including transaction privilege, sales or similar excise tax.

D. The purchaser shall comply with all of the following requirements to obtain the remedies available under this section:

1. Notify the pet dealer in writing that the cat or dog has a medical or health problem, including a congenital or hereditary condition, within five days after a veterinarian who is licensed pursuant to title 32, chapter 21 diagnoses the problem. The purchaser shall provide the pet dealer with the veterinarian's name and telephone number.
2. If the cat or dog is ill or injured or has a congenital or hereditary condition, offer to present the cat or dog to the pet dealer, together with copies of all records that are available to the purchaser regarding the cat's or dog's diagnosis and condition.
3. If the cat or dog dies within fifteen days of the purchase, give the pet dealer the veterinarian's written statement that the cat or dog died from an illness that existed on or before the purchaser took possession of the cat or dog. The presentation of the written statement is sufficient proof to claim reimbursement or replacement pursuant to this section. The purchaser is not required to return the dead cat or dog to the pet dealer.

E. If a cat or dog was unfit for sale and has died or was euthanized by a veterinarian who is licensed pursuant to title 32, chapter 21, the pet dealer shall refund to the purchaser the purchase price, including transaction privilege, sales or similar excise tax.

F. If the purchaser is requesting a refund for reasonable veterinary expenses, an itemized bill of fees shall accompany the veterinarian statement required pursuant to subsection A. The itemized bill shall include fees for examination, diagnosis and treatment.

G. Unless the pet dealer contests the demand for remedies, the pet dealer shall pay refunds and shall reimburse veterinary expenses within thirty days after receiving the veterinarian's statement or, if applicable, within thirty days after the date on which the cat or dog is returned to the pet dealer.

H. The purchaser shall not be reimbursed for the purchase price or veterinary fees if any of the following applies:

1. The cat's or dog's illness or death resulted from maltreatment or neglect or from an injury that the cat or dog sustained after the purchaser took possession of the cat or dog.

2. The purchaser failed to carry out the recommended treatment prescribed by the veterinarian who made the initial diagnosis. This paragraph does not apply if the cost of the treatment together with the veterinarian's fees would exceed the purchase price of the cat or dog, including transaction privilege, sales or similar excise tax.

3. At the time of sale, the purchaser received the veterinary statement pursuant to subsection A and the statement disclosed the disease, illness or condition for which the purchaser seeks to return the cat or dog.

4. The purchaser refuses to return to the pet dealer all of the documents that were provided to the purchaser for the purpose of registering the cat or dog.

I. The value of veterinary medical services is deemed to be reasonable if the services rendered are appropriate for the diagnosis and treatment of an illness or congenital or hereditary condition and are comparable to the value of similar services rendered by other licensed veterinarians.