



MISSOURI BILL ESTABLISHES PET WARRANTY LAW

The Issue.

Legislation introduced in Missouri would impose new legal requirements on persons selling dogs and cats, including disclosure and reporting requirements. Senate Bill 690 would also create a statutory warranty, meaning that buyers of dogs and cats would be entitled to recover a refund or other compensation from the pet dealer if the animal becomes ill or dies from a condition that existed at the time the animal was delivered to the buyer. A “pet dealer” as defined by this bill encompasses any person, business or other entity (including breeders) that sells more than 20 dogs or cats, or three litters, in a 12-month period. The definition does not include animal control agencies, humane societies or similar nonprofit organizations.

The Impact.

Provisions of SB 690 are similar to those found in warranty statutes in many other states, with some distinctions. One major difference, however, is that many pet warranty laws apply only to the retail sale of animals. But this bill extends to breeders as well (so long as they sell the required number of dogs or cats).

The bill requires that any dog or cat must be examined by a veterinarian no more than 30 days prior to sale and that the buyer be given a written statement at time of sale containing the following information:

- If known, the breed and date of birth for the dog or cat.
- The sex and color of the dog or cat.
- The breeder’s name and address or, if not known, the name and address of whomever the pet dealer acquired the animal from.
- If acquired from a USDA licensed source, the identifying number.
- Registration information, if the animal is being sold as registrable.
- A record of all inoculations and worming treatments received by the animal, as well as any veterinarian diagnosis, treatment or medication received while the animal was in the pet dealer’s possession.

Pet dealer’s must provide a written statement that the animal has no known congenital or hereditary condition that adversely affects its health or, if there is any known health problem a disclosure of such condition. Pet dealers are not permitted to sell an animal with any obvious clinical sign of infections, contagious disease or any condition that requires hospitalization or non-elective surgical procedures.

If within 20 days after purchase a veterinarian diagnoses a disease adversely affecting the animal (or it died from such a condition), or within 2 years a congenital or hereditary condition adversely affecting the health of the animal is diagnosed (or results in the animal’s death), then the buyer is



entitled to choose one of three remedies:

- Either exchange the animal for a comparable one (if a comparable one is available) plus get reimbursed for reasonable costs of diagnosing and treating the animal, up to the original purchase price; OR
- Receive a full refund of the purchase price plus reasonable diagnosing and treatment costs; OR
- Keep the animal, but receive reimbursement of reasonable costs of diagnosing and treating the animal up to 150% of the original purchase price.

In order to exercise warranty rights under this law, the buyer would be required to provide a written statement from the veterinarian identifying the animal and certifying existence of a qualifying condition, along with precise findings of the examination or necropsy including lab results or reports. If an illness or death resulted from maltreatment or neglect, or the injury or illness was contracted, after the buyer received the animal then the buyer has no right to a remedy. Also, if the buyer failed to carry out recommended treatment, then no remedy is available.

The bill provides the pet dealer the right to challenge a warranty claim if the pet dealer does not believe it meets the requirements of the law, in which case the buyer may initiate an action in court or the parties may agree to binding arbitration.

Pet dealers would be required to provide buyers with a written notice of their rights under this law. If the animal is being sold as registrable the pet dealer would also be required to provide a notice stating the following:

“A pedigree or a registration does not assure proper breeding condition, health, quality or claims to lineage.”

If the pet dealer fails to provide documents necessary for registration within 120 days of sale, then the buyer would be entitled to a 75% refund of the original purchase price.

Recommended Action.

SB 690 currently sits in the Senate Committee on Agriculture, Food Production & Outdoor Resources. Those who wish to express an opinion about this bill to their state senator are encouraged to contact committee members (contact information below) or to visit PIJAC's [Legislative Action Center](#) where a message may be quickly and easily sent.

Those interested in reviewing the actual language of SB 690 may find it attached to the end of this PetAlert on the 'Breaking News Page' of the PIJAC website at: <http://www.pijac.org/petinformation/breakingnews.asp>

PIJAC would also welcome your comments to us on this bill. Contact PIJAC's Michael Maddox by email at michael@pijac.org or by phone at 1-800-553-PETS (7387) to express a viewpoint, or if you have questions or desire additional information.

This bill has not been set for hearing yet, but PIJAC will update this alert with specific recommendations for action and post information on its website when a hearing date becomes available. Such updates will include any other change in status on the bill, including committee action and any amendments that may be made.

**State of Missouri
Senate Committee on Agriculture, Food Production
& Outdoor Resources
State Capitol, #418
Jefferson City, MO 65101
573/751-3859**

<u>SENATOR</u>	<u>DISTRICT(S)</u>	<u>TEL. #</u>	<u>EMAIL</u>
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PIJAC Members! PIJAC Fans! Join US...

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 and www.dontmesswithmypet.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!

(3) The date the pet dealer received the animal, if not bred by the pet dealer;

(4) The breed, sex, and color of the animal, and identifying marks existing at the time of sale. If the animal is from a United States Department of Agriculture licensed source, the statement shall contain the individual identifying tag, tattoo, or color number for that animal.

If the breed is unknown or mixed, this fact shall be stated;

(5) If the animal is being sold as registrable, the names and registration numbers of the sire and dam, and the litter number;

(6) A record of any inoculations and worming treatments administered to the animal, to the extent known, including dates of administration and the type of vaccine or worming treatment;

(7) A record of any diagnosis from a licensed veterinarian, and a record of any treatment or medication received by the animal while in the possession of the pet dealer, whether provided by a licensed veterinarian or by the pet dealer; and

(8) Either of the following:

(a) A statement, signed by the pet dealer and purchaser at the time of sale that:

a. The animal has no known disease or illness; and

b. The animal has no known congenital or hereditary condition that adversely affects the health of the animal at the time of sale, or that is likely to adversely affect the health of the animal in the future; or (b) A statement disclosing any known health problems;

2. The written statement required under subdivision (8) of subsection 1 of this section shall be signed by both the pet dealer certifying the accuracy of the statement and by the purchaser acknowledging receipt of the statement.

273.459. A pet dealer shall maintain a written record on the health, status, and disposition of each animal for twelve months after the disposition of the animal. The record shall include all of the information that the dealer is required to disclose under section 273.456, whether there were complaints by a purchaser regarding the health of the animal, whether the animal was returned, and, if so, the reason given for that return.

273.462. A pet dealer shall not sell an animal that has any obvious clinical sign of infectious, contagious, parasitic or communicable disease or abnormality or has any disease, illness or condition that requires hospitalization or nonelective surgical procedures.

273.465. 1. A purchaser is entitled to a remedy from a pet dealer under this section if, after the purchase of an animal from the pet dealer, one of the following occurs:

(1) Within twenty days after purchase of the animal, a licensed veterinarian of the purchaser's choosing states in writing that the animal suffers or has died from an illness, disease or other defect adversely affecting the animal's health that existed in the animal on or before delivery to the purchaser. Intestinal or external parasites shall not be considered to adversely affect an animal's health unless their presence makes the animal clinically ill; or

(2) Within two years after the purchase of the animal, a licensed veterinarian of the purchaser's choosing states in writing that the animal possesses or has died from a congenital or hereditary condition adversely affecting the health of the animal or that required hospitalization or nonelective surgical procedures.

2. A purchaser entitled to a remedy under this section may elect one of the following remedies:

(1) Return the animal to the pet dealer for a full refund of the purchase price and reimbursement for reasonable

veterinary fees for diagnosis and treatment in an amount not to exceed the original purchase price of the animal;

(2) Exchange the animal for another one of the purchaser's choice having comparable value, providing such replacement animal is available, and receive reimbursement for reasonable veterinary fees for diagnosis and treatment in an amount not to exceed the original purchase price of the animal;

(3) Retain the animal and receive reimbursement for reasonable veterinary fees for diagnosis and treatment in the amount not to exceed one hundred fifty percent of the original purchase price of the animal; or (4) If the animal has died, the purchaser may obtain either a refund for the purchase price of the animal, or a replacement animal of comparable value, plus reimbursement for reasonable veterinary fees for diagnosis and treatment in an amount not to exceed the original purchase price of the animal.

3. For purposes of this section, the veterinary fees shall be deemed reasonable if the services rendered are appropriate for the diagnosis and treatment of the illness or congenital or hereditary condition made by the veterinarian and the cost of such services is comparable to that charged for similar services by other licensed veterinarians in proximity to the treating veterinarian. A veterinary fee shall be presumed reasonable in the absence of evidence to the contrary.

4. Refunds and payment of reimbursable expenses pursuant to this section shall be made by the pet dealer to the purchaser not later than ten business days following receipt of the veterinarian's statement required by section 273.468, except in cases in which the entitlement to a remedy is contested.

273.468. To obtain the remedies provided for in section 273.465, the purchaser shall substantially comply with all of the following requirements:

(1) Notify the pet dealer as soon as practicable, but in no case more than ten days after the diagnosis by a licensed veterinarian of a health problem, including a congenital or hereditary condition, for which a remedy is requested. Such notice shall include the name and telephone number of the veterinarian providing the diagnosis;

(2) In the case of illness or disease, provide a written statement from a licensed veterinarian within ten days of diagnosis stating that the animal is clinically ill, suffers from a congenital or hereditary condition, or has symptoms of a contagious infectious disease that existed on or before delivery to the purchaser and that adversely affects the health of the animal;

(3) The veterinarian's statement required under this section shall include all of the following:

(a) The purchaser's name and address;

(b) The date or dates on which the animal was examined;

(c) The breed and age of the animal, if known;

(d) A verification that the veterinarian examined the animal;

(e) A statement that the animal has or had an illness or condition subject to a remedy under section 273.465; and

(f) The precise findings of the examination or necropsy, including laboratory results or copies of laboratory reports;

(4) If a reimbursement for reasonable veterinary expenses is being requested, the veterinarian's statement shall be accompanied by an itemized bill of fees appropriate for the diagnosis and treatment of the illness or congenital or hereditary condition.

273.471. Notwithstanding any other provisions of sections 273.450 to 273.483, no refund, replacement or reimbursement of veterinary fees shall be made under any of the following conditions:

(1) When the illness or death resulted from maltreatment or neglect or from an injury sustained or an illness contracted subsequent to the delivery of the animal to the purchaser;

(2) When the purchaser failed to carry out the recommended treatment prescribed by the examining veterinarian who made the initial diagnosis. However, this subdivision shall not apply if the cost for such treatment, together with the veterinarian's fee for diagnosis, would exceed the purchase price of the animal;

(3) When the illness, disease or condition was disclosed in writing at the time of sale under section 273.456; or

(4) If the purchaser fails to return to the pet dealer all documents previously provided to the purchaser for the purpose of registering the animal in cases where the animal is being returned to the pet dealer for refund or replacement.

273.474. 1. In the event that a pet dealer disputes a purchaser's entitlement to a remedy under sections 273.450 to 273.483, the pet dealer may, except in the case of the animal's death, have the animal examined by a licensed veterinarian designated by the pet dealer. The cost of such examination shall be borne by the pet dealer. A written statement of the findings of the pet dealer's chosen veterinarian shall be provided to the purchaser.

2. If, following examination of the animal by the pet dealer's chosen veterinarian, the purchaser and the pet dealer are unable to reach an agreement within ten business days, the purchaser may initiate an action in a court of competent jurisdiction to resolve the dispute, or the parties may submit to binding arbitration if mutually agreed upon by the parties in writing.

3. The purchaser in any such legal action shall have the right to collect reasonable attorney's fees and court costs if the opposing party acted in bad faith in seeking or denying the requested remedy.

273.477. 1. Every pet dealer shall post in a conspicuous location a notice stating that purchasers of animals have specific rights under law and that a written statement of such rights is available upon request by any interested party. Such notice shall be in one hundred- point type and shall read as follows:

"Purchasers of dogs or cats from this pet dealer are entitled to specific rights under the law. Purchasers must be provided a written copy of such rights at the time of sale. Prospective purchasers may receive a copy of such rights from this pet dealer upon request."

2. Every pet dealer shall, at the time of sale or upon the request of a prospective purchaser, provide a written notice of rights under sections 273.450 to 273.483. Such notice shall be signed by the purchaser and pet dealer at the time of sale acknowledging receipt.

3. Every pet dealer of an animal sold with the representation that the animal is registered or registrable with a registry shall, in addition to the above notices, provide the purchaser a written notice, signed by the purchaser and pet dealer at the time of sale, which shall read as follows:

"A pedigree or a registration does not assure proper breeding condition, health, quality or claims to lineage."

273.480. 1. Nothing in sections 273.450 to 273.483 shall limit the rights or remedies that are otherwise available to a consumer under any other law, nor shall sections 273.450 to 273.483 in any way limit the pet dealer and the purchaser from agreeing between themselves upon additional terms and conditions that are not inconsistent with sections 273.450 to 273.483. No waiver of rights under sections 273.450 to 273.483 shall be effective.

2. Nothing in sections 273.450 to 273.483 shall limit prosecution for violation of any criminal statute or of any other law.

3. Nothing in sections 273.450 to 273.483 shall preclude the imposition of punitive damages otherwise available under law.

273.483. 1. A pet dealer shall not state, promise or represent to the purchaser, directly or indirectly, that an

animal is registered or capable of being registered with an animal registering organization unless the pet dealer provides the purchaser with the documents necessary for that registration within one hundred twenty days following the date of sale of such animal.

2. In the event that a pet dealer fails to provide documents necessary for registration within one hundred twenty days following the date of sale under subsection 1 of this section, the purchaser shall, upon written notice to the pet dealer, be entitled to retain the animal and receive a partial refund of seventy-five percent of the purchase price or return the animal along with all documentation previously provided the purchaser for a full refund. Remedies under this section shall also be available where there was a material misrepresentation in connection with the sale as to the breed of the animal.