

GEORGE C. JEPSEN
ATTORNEY GENERAL



55 Elm Street
P.O. Box 120
Hartford, CT 06141-0120

Office of The Attorney General
State of Connecticut

February 17, 2012
Hon. Martin M. Looney
State Senator
State Capitol
Hartford, Connecticut 06106-1591

Dear Senator ^{Marty}Looney:

You have asked whether in my office's opinion Conn. Gen. Stat. §22-344b manifests an intent by the legislature to require a consumer to return a dog or cat to the pet shop from which it was purchased to obtain reimbursement for veterinary bills for a sick pet sold by that shop. We conclude that the legislature did not intend for the consumer to be so obligated under the statute to obtain reimbursement for the qualifying veterinary bills.

Section 22-344b provides remedies for consumers who purchase from a pet shop dogs or cats that become ill or die, or are diagnosed with congenital defects. Specifically,

(b) If, (1) within twenty days of sale, any such dog or cat becomes ill or dies of any illness which existed in such dog or cat at the time of the sale, or (2) within six months of sale, any such dog or cat is diagnosed with a congenital defect that adversely affects or will adversely affect the health of such dog or cat, such licensee shall, at the option of the consumer, replace the dog or cat or refund in full the purchase price of such dog or cat: (A) In the case of illness or such congenital defect, upon return of the dog or cat to the pet shop and the receipt of a certificate from a veterinarian licensed under chapter 384 and selected by the consumer, stating that the dog or cat is ill from a condition which existed at the time of sale, or suffers from such congenital defect, and (B) in the case of death, the receipt of a certificate from a veterinarian licensed under chapter 384 and selected by the consumer, stating that the dog or cat died from an illness or a congenital defect which existed

at the time of sale. Any costs for services and medications provided by a licensed veterinarian incurred by the consumer for such illness or such congenital defect shall be reimbursed to the consumer by such licensee in an amount not to exceed five hundred dollars. The presentation of such certificate shall be sufficient proof to claim reimbursement or replacement and the return of such deceased dog or cat to the pet shop shall not be required. No such refund or replacement shall be made if such illness or death resulted from maltreatment or neglect by a person other than the licensee or such licensee's agent or employee. A licensee shall not be subject to the obligations imposed by this subsection for the sale of a cat where such cat has been spayed or neutered prior to its sale.

Conn. Gen. Stat. §22-344b(b) (Emphasis added.)

We begin with the requirement that the meaning of a statute must be ascertained from the text of the statute itself in the first instance and its relationship to other statutes. Conn. Gen. Stat. §1-2z. The language used by the legislature is plain. “Any costs for services and medications provided by a licensed veterinarian incurred by the consumer for such illness or such congenital defect shall be reimbursed to the consumer by such licensee in an amount not to exceed five hundred dollars.” Unlike the pet shop’s obligation to provide a replacement pet or a refund for the purchase price of a sick pet “upon return of the dog or cat to the pet shop,” Conn. Gen. Stat. §22a- 344b(b)(A), the obligation to pay for veterinary bills is not conditioned on the return of the pet. If the legislature had intended that the consumer must return the pet to obtain the reimbursement of veterinary costs, it would have said that the costs shall be reimbursed upon return of the dog or cat. It did not. The veterinarian cost reimbursement provision sets forth a remedy--the “reimbursement” of veterinarian bills for such illness or such congenital defect--distinct from the previously provided remedies of replacement of the dog or cat or a refund of the purchase price, further supporting a conclusion that the legislature wished to provide a separate remedy not dependent upon the procedural requirements for a refund or replacement.

If there were any ambiguity in the statutory text it is dispelled by resort to the legislative history of the law, which confirms that the legislature did not intend to require the consumer to return a sick dog or cat to the pet shop to obtain

reimbursement of veterinary costs for qualifying illnesses or congenital defects. The legislature amended the statute in 1998 to provide the additional remedy of reimbursement for veterinary costs. In introducing the legislation, Senator Lovegrove stated that “this bill will require [] that up to \$200 in veterinarian services must be reimbursed to the consumer by the pet store operator if the consumer needs the veterinarian within, I believe it’s 45 days of purchase of the animal.” 41 S. Proc., Pt. 8, 1998 Sess., p. 2484, remarks of Senator Fred Lovegrove. Senator Lovegrove did not state that the pet had to be returned in order to get the reimbursement. While not conclusive, later remarks upon further amendment of the veterinarian costs provision address this question specifically.

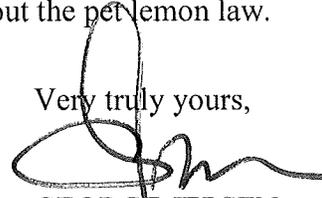
In 2009, the legislature increased the limit of reimbursement to five hundred dollars. P.A. 09-228. The following statement was made by Senator Meyer in support of the amendment: “If that pet instead of having an ordinary disease, has a congenital defect, as for examples, labradors are increasingly found to have hip dysplasia, you’ll actually have six months to return your pet. If you have fallen in love with your pet, on the other hand, don’t want to return it, you’ll be able to take the pet to the vet and the pet store or kennel will have to reimburse you vet fees up to \$500.” 52 S. Proc., Pt. 19, 2009 Sess., pp. 1815-1816, remarks of Senator Edward Meyer. In the House debate, Representative Hilbert asked: “is it true that an animal need not be returned in order to collect the reimbursement for veterinarian bills?” Representative Camillo replied “yes.” 52 H.R. Proc., Pt.29, 2009 Sess., pp. 9429- 9430. There can be no question but that the legislature intended that the pet need not be returned in order to obtain a reimbursement for qualifying veterinary costs.

Finally, we note that the law is a remedial statute designed to protect consumers. “[R]emedial statutes should be construed liberally in favor of those whom the law is intended to protect.” *Dysart Corp. v. Seaboard Sur. Co.*, 240 Conn. 10, 18 (1997). Construing the statute not to require a consumer, who has become attached to the pet but has been saddled with veterinary bills, to return the pet to get reimbursement of veterinary costs is more protective of consumers and presumably the legislature’s intent.

February 17, 2012
Hon. Martin M. Looney
Page 4

We trust that this answers your question and we remain available to address any other questions you may have about the pet lemon law.

Very truly yours,

A handwritten signature in black ink, appearing to read "G. Jepsen", written over a horizontal line.

GEORGE JEPSEN
ATTORNEY GENERAL