

STATE OF NEW YORK

6207--B

2021-2022 Regular Sessions

IN ASSEMBLY

March 10, 2021

Introduced by M. of A. L. ROSENTHAL, GLICK, SIMON, FORREST, FAHY, FRONTUS, OTIS, QUART -- read once and referred to the Committee on Corporations, Authorities and Commissions -- reported and referred to the Committee on Codes -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- recommitted to the Committee on Codes in accordance with Assembly Rule 3, sec. 2 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the public service law and the general business law, in relation to requiring the release of individuals from utility, phone and television contracts in instances of domestic violence; and to repeal certain provisions of the public service law relating thereto

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section 48-a of the public service law is REPEALED and a new section 48-a is added to read as follows:

§ 48-a. Utility services; domestic violence victims. 1. Every utility corporation shall allow a person who is under a shared contract with such utility corporation to opt-out of such contract without fee, penalty or charge when such person is a victim of domestic violence and provides an attestation in writing of their eligibility as a victim of domestic violence. Such utility corporation may not require such person to disclose confidential information or details relating to such person's status as a victim of domestic violence, as a condition of permitting such person to opt-out of such contract. Further, such utility corporation may not make release from such contract contingent on: (a) maintaining contractual or billing responsibility of a separated account with the provider; (b) approval of separation by the primary account holder, if the primary account holder is not the person making such request; or (c) a prohibition or limitation on the separation as a result of arrears accrued by the account. Such utility corporation shall

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

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1 release such person from such contract no later than seven days after
2 receiving such opt-out request. Such utility corporation shall dispose
3 of information submitted by such person no later than thirty days after
4 receiving such information in a manner as to maintain confidentiality of
5 such information.

6 2. Every utility corporation shall make information about the options
7 and process described in subdivision one of this section readily avail-
8 able to customers on the website and any mobile application of such
9 utility corporation, and in other forms of public-facing customer commu-
10 nication.

11 3. A covered provider and any officer, director, employee, vendor or
12 agent thereof shall not be subject to liability for any claims arising
13 from an action taken or omission made with respect to compliance with
14 this section.

15 § 2. The general business law is amended by adding a new section 399-
16 cccc to read as follows:

17 § 399-cccc. Wireless telephone services; domestic violence victims.
18 1. Every provider of wireless telephone service, as defined in paragraph
19 (b) of subdivision one of section twelve hundred twenty-five-c of the
20 vehicle and traffic law, shall allow a person who is under a shared
21 phone plan contract with such provider to opt-out of such contract with-
22 out fee, penalty or charge when such person is a victim of domestic
23 violence and provides an attestation in writing of their eligibility as
24 a victim of domestic violence. Such provider of wireless telephone
25 service may not require such person to disclose confidential information
26 or details relating to such person's status as a victim of domestic
27 violence, as a condition of permitting such person to opt-out of such
28 contract. Further, such provider of wireless telephone service may not
29 make release from such contract contingent on: (a) maintaining contrac-
30 tual or billing responsibility of a separated account with the provider;
31 (b) approval of separation by the primary account holder, if the
32 primary account holder is not the person making such request; (c) a
33 prohibition or limitation on number portability or a request to change
34 phone numbers; or (d) a prohibition or limitation on the separation
35 as a result of arrears accrued by the account. Such provider of wireless
36 telephone service shall release such person from such contract no later
37 than seven days after receiving such opt-out request. Such provider of
38 wireless telephone service shall dispose of information submitted by
39 such person no later than thirty days after receiving such information
40 in a manner as to maintain confidentiality of such information.

41 2. Every provider of wireless telephone service shall make information
42 about the options and process described in subdivision one of this
43 section readily available to consumers on the website and any mobile
44 application of the provider, in physical stores, and in other forms of
45 public-facing consumer communication.

46 3. A covered provider and any officer, director, employee, vendor or
47 agent thereof shall not be subject to liability for any claims arising
48 from an action taken or omission made with respect to compliance with
49 this section.

50 § 3. Subdivisions 7 and 8 of section 91 of the public service law,
51 subdivision 7 as amended by chapter 202 of the laws of 2013 and subdivi-
52 sion 8 as added by chapter 186 of the laws of 2019, are amended and two
53 new subdivisions 13 and 14 are added to read as follows:

54 7. Every telephone corporation, as defined in this chapter shall, at
55 its option: (a) allow a customer to use a modified or alternative name
56 for a directory listing or (b) waive the otherwise applicable charges

1 for a non-published telephone listing, where the customer requests
2 protection of its identity in connection with the customer's purchase of
3 telephone service and the customer is a victim of domestic violence, as
4 defined in section four hundred fifty-nine-a of the social services law,
5 and for whose benefit any order of protection, other than a temporary
6 order of protection, has been issued by a court of competent jurisdic-
7 tion. This waiver of charges shall be for the duration of the applica-
8 ble, non-temporary, order. Any non-published listings provided in this
9 subdivision shall conform to all the same requirements of other non-
10 published listings. A customer requesting such an accommodation shall
11 provide ~~[a copy of the order of protection to the applicable telephone~~
12 ~~corporation]~~ an attestation in writing of their eligibility as a victim
13 of domestic violence. Such telephone corporation may not require such
14 customer to disclose confidential information or details relating to
15 such customer's status as a victim of domestic violence, as a condition
16 of implementing such accommodation. Any customer requesting an accommo-
17 dation pursuant to this subdivision may also request and shall be
18 provided, at no cost to the customer, a new telephone number within
19 fifteen days from the request for such accommodation. Such telephone
20 corporation shall dispose of information submitted by such customer no
21 later than thirty days after receiving such information in a manner as
22 to maintain confidentiality of such information.

23 8. Every telephone corporation, as defined in this chapter, shall
24 allow a person who is under contract including, but not limited to, a
25 multi-year contract or bundle contract with such telephone corporation,
26 to opt-out of such contract without fee, penalty or charge when such
27 person is a victim of domestic violence and ~~[requests to opt-out in~~
28 ~~writing. Such victim of domestic violence shall provide to such tele-~~
29 ~~phone corporation any of the following documents, which shall relate to~~
30 ~~such domestic violence, within six months of the document's issuance:~~
31 ~~(a) a valid domestic violence incident report form, as such term is~~
32 ~~defined in subdivision fifteen of section eight hundred thirty-seven of~~
33 ~~the executive law; (b) a valid police report; (c) a valid order of~~
34 ~~protection; (d) a signed affidavit from a licensed medical or mental~~
35 ~~health care provider, employee of a court acting within the scope of his~~
36 ~~or her employment, social worker, a rape crisis counselor, as defined in~~
37 ~~section forty five hundred ten of the civil practice law and rules, or~~
38 ~~advocate acting on behalf of an agency that assists domestic violence~~
39 ~~victims]~~ provides an attestation in writing of their eligibility as a
40 victim of domestic violence. Such telephone corporation may not require
41 such person to disclose confidential information or details relating to
42 such person's status as a victim of domestic violence, as a condition of
43 permitting such person to opt-out of such contract. Further, such tele-
44 phone corporation may not make release from such contract contingent on:
45 (a) maintaining contractual or billing responsibility of a separated
46 line with the provider; (b) approval of separation by the primary
47 account holder, if the primary account holder is not the person making
48 such request; (c) a prohibition or limitation on number portability or a
49 request to change phone numbers; or (d) a prohibition or limitation on
50 the separation of lines as a result of arrears accrued by the account.
51 Such telephone corporation shall release such person from such contract
52 no later than seven days after receiving such opt-out request. Such
53 telephone corporation shall dispose of information submitted by such
54 person no later than thirty days after receiving such information in a
55 manner as to maintain confidentiality of such information. A claim for
56 opting-out of such contract without charge shall be made in good faith.

Such telephone corporation shall waive the otherwise applicable [~~charge~~
~~es~~] fee, penalty or charge for such person requesting to opt-out of such contract.

13. Every telephone corporation, as defined in this chapter, shall make information about the options and process described in subdivision eight of this section readily available to consumers on the website and any mobile application of the provider, in physical stores, and in other forms of public-facing consumer communication.

14. A covered provider and any officer, director, employee, vendor or agent thereof shall not be subject to liability for any claims arising from an action taken or omission made with respect to compliance with subdivisions seven, eight or thirteen of this section.

§ 4. Section 399-yy of the general business law, as amended by chapter 186 of the laws of 2019, is amended to read as follows:

§ 399-yy. Cable television company providing telephone services. 1. Every cable television company, as defined in section two hundred twelve of the public service law, that provides telephone service to customers in New York shall, at its option: a. allow a customer without fee, penalty or charge to use a modified or alternative name for a directory listing or b. waive the otherwise applicable charges for a non-published telephone listing, where the customer requests protection of its identity in connection with the customer's purchase of telephone service and the customer is a victim of domestic violence, as defined in section four hundred fifty-nine-a of the social services law~~, and for whose benefit any order of protection, other than a temporary order of protection, has been issued by a court of competent jurisdiction. This waiver of charges shall be for the duration of the applicable, non-temporary, order~~. Any non-published listings provided in this section shall conform to all the same requirements of other non-published listings. A customer requesting such an accommodation shall provide [~~a copy of the order of protection to the applicable cable television company~~] an attestation in writing of their eligibility as a victim of domestic violence. Such cable television company may not require such customer to disclose confidential information or details relating to such customer's status as a victim of domestic violence, as a condition of implementing such accommodation. Any customer requesting an accommodation pursuant to this section may also request and shall be provided, at no cost to the customer, a new telephone number within fifteen days from the request for such accommodation. Such cable television company shall dispose of information submitted by such customer no later than thirty days after receiving such information in a manner as to maintain confidentiality of such information.

2. Every cable television company, as defined in section two hundred twelve of the public service law, that provides television and/or telephone service to customers in New York under contract including, but not limited to a multi-year contract or bundled contract with such cable television company, shall allow a person to opt-out of such contract without fee, penalty or charge when such person is a victim of domestic violence and [~~request to opt-out in writing. Such victim of domestic violence shall provide to such cable television company any of the following documents, which shall relate to such domestic violence, within six months of the document's issuance: (a) a valid domestic violence incident report form, as such term is defined in subdivision fifteen of section eight hundred thirty-seven of the executive law; (b) a valid police report; (c) a valid order of protection; (d) a signed affidavit from a licensed medical or mental health care provider, employee of a~~

~~court acting within the scope of his or her employment, social worker, a rape crisis counselor, as defined in section forty-five hundred ten of the civil practice law and rules, or advocate acting on behalf of an agency that assists domestic violence victims]~~ provides an attestation in writing of their eligibility as a victim of domestic violence. Such cable television company may not require such person to disclose confidential information or details relating to such person's status as a victim of domestic violence, as a condition of permitting such person to opt-out of such contract. Further, such cable television company may not make release from such contract contingent on: (a) maintaining contractual or billing responsibility of a separated account with the provider; (b) approval of separation by the primary account holder, if the primary account holder is not the person making such request; or (c) a prohibition or limitation on the separation as a result of arrears accrued by the account. Such cable television company shall release such person from such contract no later than seven days after receiving such opt-out request. Such cable television company shall dispose of information submitted by such person no later than thirty days after receiving such information in a manner as to maintain confidentiality of such information. A claim for opting-out of such contract without charge shall be made in good faith. Such cable television company shall waive the otherwise applicable ~~[charges]~~ fee, penalty or charge for such person requesting to opt-out of such contract. Every cable television company shall make information about the options and process described in this section readily available to consumers on the website and any mobile application of the provider, in physical stores, and in other forms of public-facing consumer communication.

3. A covered provider and any officer, director, employee, vendor or agent thereof shall not be subject to liability for any claims arising from an action taken or omission made with respect to compliance with this section.

§ 5. Subdivision 1 of section 399-yyy of the general business law, as added by chapter 186 of the laws of 2019, is amended and a new subdivision 3 is added to read as follows:

1. Every direct broadcast satellite service provider, as defined in this section, that provides television and/or telephone services to customers in New York shall allow a person who is under contract including, but not limited to a multi-year contract or bundled contract with such satellite television company, to opt-out of such contract without fee, penalty or charge when such a person is a victim of domestic violence and ~~[requests to opt out in writing. Such victim of domestic violence shall provide to such satellite television company any of the following documents, which shall relate to such domestic violence, within six months of the document's issuance: (a) a valid domestic violence incident report form, as such term is defined in subdivision fifteen of section eight hundred thirty-seven of the executive law; (b) a valid police report; (c) a valid order of protection; (d) a signed affidavit from a licensed medical or mental health care provider, employee of a court acting within the scope of his or her employment, social worker, a rape crisis counselor, as defined in section forty-five hundred ten of the civil practice law and rules, or advocate acting on behalf of an agency that assists domestic violence victims]~~ provides an attestation in writing of their eligibility as a victim of domestic violence. Such satellite television company may not require such person to disclose confidential information or details relating to such person's status as a victim of domestic violence, as a condition of permitting such person

1 to opt-out of such contract. Further, such satellite television company
2 may not make release from such contract contingent on: (a) maintaining
3 contractual or billing responsibility of a separated account with the
4 provider; (b) approval of separation by the primary account holder, if
5 the primary account holder is not the person making such request; or (c)
6 a prohibition or limitation on the separation as a result of arrears
7 accrued by the account. Such satellite television company shall release
8 such person from such contract no later than seven days after receiving
9 such opt-out request. Such satellite television company shall dispose of
10 information submitted by such person no later than thirty days after
11 receiving such information in a manner as to maintain confidentiality of
12 such information. A claim for opting-out of such contract without charge
13 shall be made in good faith. Such satellite television company shall
14 waive the otherwise applicable [~~charges~~] fee, penalty or charge for such
15 person requesting to opt-out of such contract. Every satellite tele-
16 vision company shall make information about the options and process
17 described in this section readily available to consumers on the website
18 and any mobile application of the provider, in physical stores, and in
19 other forms of public-facing consumer communication.

20 3. A covered provider and any officer, director, employee, vendor or
21 agent thereof shall not be subject to liability for any claims arising
22 from an action taken or omission made with respect to compliance with
23 subdivision one of this section.

24 § 6. This act shall take effect immediately and shall apply to
25 contracts entered into on and after such effective date.