

STATE OF NEW YORK

7198

2023-2024 Regular Sessions

IN SENATE

May 18, 2023

Introduced by Sen. PARKER -- read twice and ordered printed, and when printed to be committed to the Committee on Energy and Telecommunications

AN ACT to amend the public service law and the general business law, in relation to releasing victims of domestic violence from certain contracts

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

1 Section 1. Subdivision 1 of section 48-a of the public service law, as
2 amended by chapter 42 of the laws of 2023, is amended to read as
3 follows:

4 1. Every utility corporation shall allow a person who is under a
5 shared contract with such utility corporation to opt-out of such
6 contract without fee, penalty or charge when such person is a victim of
7 domestic violence and provides an attestation in writing that they no
8 longer wish to be a party to such contract due to their status as a
9 victim of domestic violence. Such utility corporation shall permit one
10 or more individuals who are under a shared contract to opt-out of such
11 contract without a fee, penalty or charge, regardless of how many
12 persons previously made such opt-out requests or when, during the term
13 of such shared contract, such request was made to such utility corpo-
14 ration. Such utility corporation may not require such person to disclose
15 confidential information or details relating to such person's status as
16 a victim of domestic violence, as a condition of permitting such person
17 to opt-out of such contract. If the person making such request is the
18 primary account holder on such shared contract, such utility corporation
19 shall be prohibited from transferring any contractual or billing respon-
20 sibility of such shared contract to any other account holders on such
21 shared contract. Further, such utility corporation may not make release
22 from such contract contingent on: (a) maintaining contractual or billing
23 responsibility of a separated account with the provider; (b) approval of

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

LBD10730-02-3

1 separation by the primary account holder, if the primary account holder
2 is not the person making such request; or (c) a prohibition or limita-
3 tion on the separation as a result of arrears accrued by the account.
4 Nor shall such utility corporation prohibit a person who had made an
5 opt-out request from entering into a new contract with such utility
6 corporation. Such utility corporation shall release such person from
7 such contract no later than seven days after receiving such opt-out
8 request. Such utility corporation shall dispose of information submitted
9 by such person no later than thirty days after receiving such informa-
10 tion in a manner as to maintain confidentiality of such information.

11 § 2. Subdivision 1 of section 399-cccc of the general business law, as
12 amended by chapter 42 of the laws of 2023, is amended to read as
13 follows:

14 1. Every provider of wireless telephone service, as defined in para-
15 graph (b) of subdivision one of section twelve hundred twenty-five-c of
16 the vehicle and traffic law, shall allow a person who is under a shared
17 phone plan contract with such provider to opt-out of such contract with-
18 out fee, penalty or charge when such person is a victim of domestic
19 violence and provides an attestation in writing that they no longer wish
20 to be a party to such contract due to their status as a victim of domes-
21 tic violence. Such provider of wireless telephone service shall permit
22 one or more individuals who are under a shared contract to opt-out of
23 such contract without fee, penalty or charge, regardless of how many
24 persons previously made such opt-out requests or when, during the term
25 of such shared contract, such request was made to such provider of wire-
26 less telephone service. Such provider of wireless telephone service may
27 not require such person to disclose confidential information or details
28 relating to such person's status as a victim of domestic violence, as a
29 condition of permitting such person to opt-out of such contract. If the
30 person making such request is the primary account holder on such shared
31 contract, such provider of wireless telephone service shall be prohibit-
32 ed from transferring any contractual or billing responsibility of such
33 shared contract to any other account holders on such shared contract.
34 Further, such provider of wireless telephone service may not make
35 release from such contract contingent on: (a) maintaining contractual or
36 billing responsibility of a separated account with the provider; (b)
37 approval of separation by the primary account holder, if the primary
38 account holder is not the person making such request; (c) a prohibition
39 or limitation on number portability or a request to change phone
40 numbers; or (d) a prohibition or limitation on the separation as a
41 result of arrears accrued by the account. Nor shall such provider of
42 wireless telephone service prohibit a person who has made an opt-out
43 request from entering into a new contract with such wireless telephone
44 service. Such provider of wireless telephone service shall release such
45 person from such contract no later than seven days after receiving such
46 opt-out request. Such provider of wireless telephone service shall
47 dispose of information submitted by such person no later than thirty
48 days after receiving such information in a manner as to maintain confi-
49 dentiality of such information.

50 § 3. Subdivision 8 of section 91 of the public service law, as amended
51 by chapter 42 of the laws of 2023, is amended to read as follows:

52 8. Every telephone corporation, as defined in this chapter, shall
53 allow a person who is under contract including, but not limited to, a
54 multi-year contract or bundle contract with such telephone corporation,
55 to opt-out of such contract without fee, penalty or charge when such
56 person is a victim of domestic violence and provides an attestation in

1 writing that they no longer wish to be a party to such contract due to
2 their status as a victim of domestic violence. Such telephone corpo-
3 ration shall permit one or more individuals who are under a shared
4 contract to opt-out of such contract without fee, penalty or charge,
5 regardless of how many persons previously made such opt-out request or
6 when, during the term of such shared contract, such request was made to
7 such telephone corporation. Such telephone corporation may not require
8 such person to disclose confidential information or details relating to
9 such person's status as a victim of domestic violence, as a condition of
10 permitting such person to opt-out of such contract. If the person making
11 such request is the primary account holder on such shared contract, such
12 telephone corporation shall be prohibited from transferring any contrac-
13 tual or billing responsibility of such shared contract to any other
14 account holders on such shared contract. Further, such telephone corpo-
15 ration may not make release from such contract contingent on: (a) main-
16 taining contractual or billing responsibility of a separated line with
17 the provider; (b) approval of separation by the primary account holder,
18 if the primary account holder is not the person making such request; (c)
19 a prohibition or limitation on number portability or a request to change
20 phone numbers; or (d) a prohibition or limitation on the separation of
21 lines as a result of arrears accrued by the account. Nor shall such
22 telephone corporation prohibit a person who has made an opt-out request
23 from entering into a new contract with such telephone corporation. Such
24 telephone corporation shall release such person from such contract no
25 later than seven days after receiving such opt-out request. Such tele-
26 phone corporation shall dispose of information submitted by such person
27 no later than thirty days after receiving such information in a manner
28 as to maintain confidentiality of such information. A claim for opting-
29 out of such contract without charge shall be made in good faith. Such
30 telephone corporation shall waive the otherwise applicable fee, penalty
31 or charge for such person requesting to opt-out of such contract.

32 § 4. Subdivision 2 of section 399-yy of the general business law, as
33 amended by chapter 42 of the laws of 2023, is amended to read as
34 follows:

35 2. Every cable television company, as defined in section two hundred
36 twelve of the public service law, that provides television and/or tele-
37 phone service to customers in New York under contract including, but not
38 limited to a multi-year contract or bundled contract with such cable
39 television company, shall allow a person to opt-out of such contract
40 without fee, penalty or charge when such person is a victim of domestic
41 violence and provides an attestation in writing that they no longer wish
42 to be a party to such contract due to their status as a victim of domes-
43 tic violence. Such cable television company shall permit one or more
44 individuals who are under a shared contract to opt-out of such contract
45 without fee, penalty or charge, regardless of how many persons previous-
46 ly made such opt-out request or when, during the term of such shared
47 contract, such request was made to such cable television company. Such
48 cable television company may not require such person to disclose confi-
49 dential information or details relating to such person's status as a
50 victim of domestic violence, as a condition of permitting such person to
51 opt-out of such contract. If the person making such request is the
52 primary account holder on such shared contract, such cable television
53 company shall be prohibited from transferring any contractual or billing
54 responsibility of such shared contract to any other account holders on
55 such shared contract. Further, such cable television company may not
56 make release from such contract contingent on: (a) maintaining contrac-

1 tual or billing responsibility of a separated account with the provider;
2 (b) approval of separation by the primary account holder, if the primary
3 account holder is not the person making such request; or (c) a prohibi-
4 tion or limitation on the separation as a result of arrears accrued by
5 the account. Nor shall such cable television company prohibit a person
6 who has made an opt-out request from entering into a new contract with
7 such cable television company. Such cable television company shall
8 release such person from such contract no later than seven days after
9 receiving such opt-out request. Such cable television company shall
10 dispose of information submitted by such person no later than thirty
11 days after receiving such information in a manner as to maintain confi-
12 dentiality of such information. A claim for opting-out of such contract
13 without charge shall be made in good faith. Such cable television compa-
14 ny shall waive the otherwise applicable fee, penalty or charge for such
15 person requesting to opt-out of such contract. Every cable television
16 company shall make information about the options and process described
17 in this section readily available to consumers on the website and any
18 mobile application of the provider, in physical stores, and in other
19 forms of public-facing consumer communication.

20 § 5. Subdivision 1 of section 399-yyy of the general business law, as
21 amended by chapter 42 of the laws of 2023, is amended to read as
22 follows:

23 1. Every direct broadcast satellite service provider, as defined in
24 this section, that provides television and/or telephone services to
25 customers in New York shall allow a person who is under contract includ-
26 ing, but not limited to a multi-year contract or bundled contract with
27 such satellite television company, to opt-out of such contract without
28 fee, penalty or charge when such a person is a victim of domestic
29 violence and provides an attestation in writing that they no longer wish
30 to be a party to such contract due to their status as a victim of domes-
31 tic violence. Such satellite television company shall permit one or more
32 individuals who are under a shared contract to opt-out of such contract
33 without fee, penalty or charge, regardless of how many persons previous-
34 ly made such opt-out request or when, during the term of such shared
35 contract, such request was made to such satellite television company.

36 Such satellite television company may not require such person to
37 disclose confidential information or details relating to such person's
38 status as a victim of domestic violence, as a condition of permitting
39 such person to opt-out of such contract. If the person making such
40 request is the primary account holder on such shared contract, such
41 satellite television company shall be prohibited from transferring any
42 contractual or billing responsibility of such shared contract to any
43 other account holders on such shared contract. Further, such satellite
44 television company may not make release from such contract contingent
45 on: (a) maintaining contractual or billing responsibility of a separated
46 account 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; or (c) a prohibition or limitation on the separation as a
49 result of arrears accrued by the account. Nor shall such satellite tele-
50 vision company prohibit a person who has made an opt-out request from
51 entering into a new contract with such satellite television company.
52 Such satellite television company shall release such person from such
53 contract no later than seven days after receiving such opt-out request.
54 Such satellite television company shall dispose of information submitted
55 by such person no later than thirty days after receiving such informa-
56 tion in a manner as to maintain confidentiality of such information. A

1 claim for opting-out of such contract without charge shall be made in
2 good faith. Such satellite television company shall waive the otherwise
3 applicable fee, penalty or charge for such person requesting to opt-out
4 of such contract. Every satellite television company shall make informa-
5 tion about the options and process described in this section readily
6 available to consumers on the website and any mobile application of the
7 provider, in physical stores, and in other forms of public-facing
8 consumer communication.
9 § 6. This act shall take effect on the same date and in the same
10 manner as chapter 42 of the laws of 2023, takes effect.