

STATE OF NEW YORK

1557--A

Cal. No. 118

2021-2022 Regular Sessions

IN SENATE

January 13, 2021

Introduced by Sens. PARKER, BROUK, GAUGHRAN, HELMING, HINCHEY, KENNEDY, MANNION -- read twice and ordered printed, and when printed to be committed to the Committee on Energy and Telecommunications -- reported favorably from said committee, ordered to first and second report, ordered to a third reading, passed by Senate and delivered to the Assembly, recalled, vote reconsidered, restored to third reading, amended and ordered reprinted, retaining its place in the order of third reading

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

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

1 Section 1. The public service law is amended by adding a new section
2 48-a to read as follows:

3 § 48-a. Utility services; domestic violence victims. Every utility
4 corporation shall allow a person who is under a shared contract with
5 such utility corporation and who is a victim of domestic violence, to
6 opt-out of such contract without charge when such person requests to
7 opt-out in writing and provides to such utility corporation any of the
8 following documents, which shall relate to such domestic violence, with-
9 in six months of the document's issuance: (a) a valid domestic violence
10 incident report form, as such term is defined in subdivision fifteen of
11 section eight hundred thirty-seven of the executive law; (b) a valid
12 police report; (c) a valid order of protection; (d) a signed affidavit
13 from a licensed medical or mental health care provider, employee of a
14 court acting within the scope of his or her employment, social worker, a
15 rape crisis counselor, as defined in section forty-five hundred ten of
16 the civil practice law and rules, or advocate acting on behalf of an
17 agency that assists domestic violence victims. A claim for opting-out of
18 such contract without charge shall be made in good faith. Such utility

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

LBD07336-02-1

1 corporation shall waive the otherwise applicable charges for such person
2 requesting to opt-out of such contract.

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

5 § 399-cccc. Wireless telephone services; domestic violence victims.
6 Every provider of wireless telephone service, as defined in paragraph
7 (b) of subdivision one of section twelve hundred twenty-five-c of the
8 vehicle and traffic law, shall allow a person who is under a shared
9 phone plan contract with such provider and who is a victim of domestic
10 violence involving another person under such shared phone plan contract,
11 to opt-out of such contract without charge when such person requests to
12 opt-out in writing and provides to such provider of wireless telephone
13 service any of the following documents, which shall relate to such
14 domestic violence, within six months of the document's issuance: (a) a
15 valid domestic violence incident report form, as such term is defined in
16 subdivision fifteen of section eight hundred thirty-seven of the execu-
17 tive law; (b) a valid police report; (c) a valid order of protection;
18 (d) a signed affidavit from a licensed medical or mental health care
19 provider, employee of a court acting within the scope of his or her
20 employment, social worker, a rape crisis counselor, as defined in
21 section forty-five hundred ten of the civil practice law and rules, or
22 advocate acting on behalf of an agency that assists domestic violence
23 victims. A claim for opting-out of such contract without charge shall be
24 made in good faith. Such provider shall waive the otherwise applicable
25 charges for such person requesting to opt-out of such contract. Any
26 person requesting an accommodation pursuant to this section may request,
27 and if requested shall be provided at no cost to such person, a new
28 telephone number within twenty-four hours from the request for such
29 accommodation.

30 § 3. Subdivisions 7 and 8 of section 91 of the public service law,
31 subdivision 7 as amended by chapter 202 of the laws of 2013 and subdivi-
32 sion 8 as added by chapter 186 of the laws of 2019, are amended and a
33 new subdivision 13 is added to read as follows:

34 7. Every telephone corporation, as defined in this chapter shall, at
35 its option: (a) allow a customer to use a modified or alternative name
36 for a directory listing or (b) waive the otherwise applicable charges
37 for a non-published telephone listing, where the customer requests
38 protection of its identity in connection with the customer's purchase of
39 telephone service and the customer is a victim of domestic violence, as
40 defined in section four hundred fifty-nine-a of the social services law,
41 and for whose benefit any order of protection, other than a temporary
42 order of protection, has been issued by a court of competent jurisdic-
43 tion. This waiver of charges shall be for the duration of the applica-
44 ble, non-temporary, order. Any non-published listings provided in this
45 subdivision shall conform to all the same requirements of other non-
46 published listings. A customer requesting such an accommodation shall
47 provide [~~a copy of the order of protection to the applicable telephone~~
48 ~~corporation~~] an attestation in writing of their eligibility as a victim
49 of domestic violence. Such telephone corporation may not require such
50 customer to disclose confidential information or details relating to
51 such customer's status as a victim of domestic violence, as a condition
52 of implementing such accommodation. Any customer requesting an accommo-
53 dation pursuant to this subdivision may also request and shall be
54 provided, at no cost to the customer, a new telephone number within
55 fifteen days from the request for such accommodation. Such telephone
56 corporation shall dispose of information submitted by such customer no

1 later than thirty days after receiving such information in a manner as
2 to maintain confidentiality of such information.

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

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

45 § 4. Section 399-yy of the general business law, as amended by chapter
46 186 of the laws of 2019, is amended to read as follows:

47 § 399-yy. Cable television company providing telephone services. 1.
48 Every cable television company, as defined in section two hundred twelve
49 of the public service law, that provides telephone service to customers
50 in New York shall, at its option: a. allow a customer without fee,
51 penalty or charge to use a modified or alternative name for a directory
52 listing or b. waive the otherwise applicable charges for a non-published
53 telephone listing, where the customer requests protection of its identi-
54 ty in connection with the customer's purchase of telephone service and
55 the customer is a victim of domestic violence, as defined in section
56 four hundred fifty-nine-a of the social services law[~~, and for whose~~

1 ~~benefit any order of protection, other than a temporary order of~~
2 ~~protection, has been issued by a court of competent jurisdiction. This~~
3 ~~waiver of charges shall be for the duration of the applicable, non-tem-~~
4 ~~porary, order].~~ Any non-published listings provided in this section
5 shall conform to all the same requirements of other non-published list-
6 ings. A customer requesting such an accommodation shall provide [~~a copy~~
7 ~~of the order of protection to the applicable cable television company]~~
8 an attestation in writing of their eligibility as a victim of domestic
9 violence. Such cable television company may not require such customer to
10 disclose confidential information or details relating to such customer's
11 status as a victim of domestic violence, as a condition of implementing
12 such accommodation. Any customer requesting an accommodation pursuant to
13 this section may also request and shall be provided, at no cost to the
14 customer, a new telephone number within fifteen days from the request
15 for such accommodation. Such cable television company shall dispose of
16 information submitted by such customer no later than thirty days after
17 receiving such information in a manner as to maintain confidentiality of
18 such information.

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

1 section readily available to consumers on the website and any mobile
2 application of the provider, in physical stores, and in other forms of
3 public-facing consumer communication.

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

6 1. Every direct broadcast satellite service provider, as defined in
7 this section, that provides television and/or telephone services to
8 customers in New York shall allow a person who is under contract includ-
9 ing, but not limited to a multi-year contract or bundled contract with
10 such satellite television company, to opt-out of such contract without
11 fee, penalty or charge when such a person is a victim of domestic
12 violence and [~~requests to opt out in writing. Such victim of domestic~~
13 ~~violence shall provide to such satellite television company any of the~~
14 ~~following documents, which shall relate to such domestic violence, with-~~
15 ~~in six months of the document's issuance: (a) a valid domestic violence~~
16 ~~incident report form, as such term is defined in subdivision fifteen of~~
17 ~~section eight hundred thirty seven of the executive law; (b) a valid~~
18 ~~police report; (c) a valid order of protection; (d) a signed affidavit~~
19 ~~from a licensed medical or mental health care provider, employee of a~~
20 ~~court acting within the scope of his or her employment, social worker, a~~
21 ~~rape crisis counselor, as defined in section forty five hundred ten of~~
22 ~~the civil practice law and rules, or advocate acting on behalf of an~~
23 ~~agency that assists domestic violence victims] provides an attestation
24 in writing of their eligibility as a victim of domestic violence. Such
25 satellite television company may not require such person to disclose
26 confidential information or details relating to such person's status as
27 a victim of domestic violence, as a condition of permitting such person
28 to opt-out of such contract. Further, such satellite television company
29 may not make release from such contract contingent on: (a) maintaining
30 contractual or billing responsibility of a separated account with the
31 provider; (b) approval of separation by the primary account holder, if
32 the primary account holder is not the person making such request; or (c)
33 a prohibition or limitation on the separation as a result of arrears
34 accrued by the account. Such satellite television company shall release
35 such person from such contract no later than seven days after receiving
36 such opt-out request. Such satellite television company shall dispose of
37 information submitted by such person no later than thirty days after
38 receiving such information in a manner as to maintain confidentiality of
39 such information. A claim for opting-out of such contract without charge
40 shall be made in good faith. Such satellite television company shall
41 waive the otherwise applicable [~~charges~~] fee, penalty or charge for such
42 person requesting to opt-out of such contract. Every satellite tele-
43 vision company shall make information about the options and process
44 described in this section readily available to consumers on the website
45 and any mobile application of the provider, in physical stores, and in
46 other forms of public-facing consumer communication.~~

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