

STATE OF NEW YORK

6780

2023-2024 Regular Sessions

IN ASSEMBLY

May 8, 2023

Introduced by M. of A. L. ROSENTHAL -- read once and referred to the Committee on Corporations, Authorities and Commissions

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
24 separation by the primary account holder, if the primary account holder

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

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

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

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

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

51 8. Every telephone corporation, as defined in this chapter, shall
52 allow a person who is under contract including, but not limited to, a
53 multi-year contract or bundle contract with such telephone corporation,
54 to opt-out of such contract without fee, penalty or charge when such
55 person is a victim of domestic violence and provides an attestation in
56 writing that they no longer wish to be a party to such contract due to

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

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

34 2. Every cable television company, as defined in section two hundred
35 twelve of the public service law, that provides television and/or tele-
36 phone service to customers in New York under contract including, but not
37 limited to a multi-year contract or bundled contract with such cable
38 television company, shall allow a person to opt-out of such contract
39 without fee, penalty or charge when such person is a victim of domestic
40 violence and provides an attestation in writing that they no longer wish
41 to be a party to such contract due to their status as a victim of domes-
42 tic violence. Such cable television company shall permit one or more
43 individuals who are under a shared contract to opt-out of such contract
44 without fee, penalty or charge, regardless of how many persons previous-
45 ly made such opt-out request or when, during the term of such shared
46 contract, such request was made to such cable television company. Such
47 cable television company may not require such person to disclose confi-
48 dential information or details relating to such person's status as a
49 victim of domestic violence, as a condition of permitting such person to
50 opt-out of such contract. If the person making such request is the
51 primary account holder on such shared contract, such cable television
52 company shall be prohibited from transferring any contractual or billing
53 responsibility of such shared contract to any other account holders on
54 such shared contract. Further, such cable television company may not
55 make release from such contract contingent on: (a) maintaining contrac-
56 tual 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. Nor shall such cable television company prohibit a person who has made an opt-out request from entering into a new contract with such cable television company. 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 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.

§ 5. Subdivision 1 of section 399-yyy of the general business law, as amended by chapter 42 of the laws of 2023, is amended 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 provides an attestation in writing that they no longer wish to be a party to such contract due to their status as a victim of domestic violence. Such satellite television company shall permit one or more individuals who are under a shared contract to opt-out of such contract without fee, penalty or charge, regardless of how many persons previously made such opt-out request or when, during the term of such shared contract, such request was made to such satellite television company. 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 to opt-out of such contract. If the person making such request is the primary account holder on such shared contract, such satellite television company shall be prohibited from transferring any contractual or billing responsibility of such shared contract to any other account holders on such shared contract. Further, such satellite 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. Nor shall such satellite television company prohibit a person who has made an opt-out request from entering into a new contract with such satellite television company. Such satellite television company shall release such person from such contract no later than seven days after receiving such opt-out request. Such satellite 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

1 good faith. Such satellite television company shall waive the otherwise
2 applicable fee, penalty or charge for such person requesting to opt-out
3 of such contract. Every satellite television company shall make informa-
4 tion about the options and process described in this section readily
5 available to consumers on the website and any mobile application of the
6 provider, in physical stores, and in other forms of public-facing
7 consumer communication.

8 § 6. This act shall take effect on the same date and in the same
9 manner as chapter 42 of the laws of 2023, takes effect.