

# STATE OF NEW YORK

9593

## IN ASSEMBLY

March 26, 2024

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 a  
10 victim of domestic violence to submit such written attestation through  
11 secure remote means that are easily navigable, provided that remote  
12 options are commercially available and technically feasible. Such util-  
13 ity corporation shall permit one or more individuals who are under a  
14 shared contract to opt-out of such contract without a fee, penalty or  
15 charge, regardless of how many persons previously made such opt-out  
16 requests or when, during the term of such shared contract, such request  
17 was made to such utility corporation. Such utility corporation may not  
18 require such person to disclose confidential information or details  
19 relating to such person's status as a victim of domestic violence, as a  
20 condition of permitting such person to opt-out of such contract. If the  
21 person making such request is the primary account holder on such shared  
22 contract, such utility corporation shall be prohibited from transferring  
23 any contractual or billing responsibility of such shared contract to any  
24 other account holders on such shared contract. Further, such utility  
25 corporation may not make release from such contract contingent on: (a)  
26 maintaining contractual or billing responsibility of a separated account  
27 with the provider; (b) approval of separation by the primary account

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

LBD10730-06-4

1 holder, if the primary account holder is not the person making such  
2 request; or (c) a prohibition or limitation on the separation as a  
3 result of arrears accrued by the account. Nor shall such utility corpo-  
4 ration prohibit a person who had made an opt-out request from entering  
5 into a new contract with such utility corporation. Such utility corpo-  
6 ration shall release such person from such contract no later than  
7 [~~seven~~] two business days after receiving such opt-out request. If a  
8 person making such request is not the primary account holder, such util-  
9 ity corporation shall notify the person making such request of the date  
10 on which such utility corporation intends to give formal notice to the  
11 primary account holder. Such utility corporation shall dispose of infor-  
12 mation submitted by such person no later than thirty days after receiv-  
13 ing such information in a manner as to maintain confidentiality of such  
14 information. Such utility corporation shall make information about this  
15 option and process readily available to consumers on such utility corpo-  
16 ration's website and mobile application, in physical stores, and in  
17 other forms of public-facing consumer communication.

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

21 1. Every provider of wireless telephone service, as defined in para-  
22 graph (b) of subdivision one of section twelve hundred twenty-five-c of  
23 the vehicle and traffic law, shall allow a person who is under a shared  
24 phone plan contract with such provider to opt-out of such contract with-  
25 out fee, penalty or charge when such person is a victim of domestic  
26 violence and provides an attestation in writing that they no longer wish  
27 to be a party to such contract due to their status as a victim of domes-  
28 tic violence. Such provider of wireless telephone service shall permit a  
29 victim of domestic violence to submit such written attestation through  
30 secure remote means that are easily navigable, provided that remote  
31 options are commercially available and technically feasible. Such  
32 provider of wireless telephone service shall permit one or more individ-  
33 uals who are under a shared contract to opt-out of such contract without  
34 fee, penalty or charge, regardless of how many persons previously made  
35 such opt-out requests or when, during the term of such shared contract,  
36 such request was made to such provider of wireless telephone service.  
37 Such provider of wireless telephone service may not require such person  
38 to disclose confidential information or details relating to such  
39 person's status as a victim of domestic violence, as a condition of  
40 permitting such person to opt-out of such contract. If the person making  
41 such request is the primary account holder on such shared contract, such  
42 provider of wireless telephone service shall be prohibited from trans-  
43 ferring any contractual or billing responsibility of such shared  
44 contract to any other account holders on such shared contract. Further,  
45 such provider of wireless telephone service may not make release from  
46 such contract contingent on: (a) maintaining contractual or billing  
47 responsibility of a separated account with the provider; (b) approval of  
48 separation by the primary account holder, if the primary account holder  
49 is not the person making such request; (c) a prohibition or limitation  
50 on number portability or a request to change phone numbers; [~~or~~] (d) a  
51 prohibition or limitation on the separation as a result of arrears  
52 accrued by the account; or (e) an increase in the rate charged for the  
53 mobile service plan of the primary account holder with respect to  
54 service on any remaining line or lines. Nor shall such provider of  
55 wireless telephone service prohibit a person who has made an opt-out  
56 request from entering into a new contract with such wireless telephone

1 service. Beginning on the date on which a provider of wireless tele-  
2 phone service releases a person making such request from a shared phone  
3 plan contract, the person making such request will have no further  
4 financial responsibilities for any mobile device associated with such  
5 shared phone plan contract, unless the person making such request  
6 purchased the mobile device, or affirmatively elects to maintain  
7 possession of the mobile device. Such provider of wireless telephone  
8 service shall release such person from such contract no later than  
9 [~~seven~~] two business days after receiving such opt-out request. If a  
10 person making such request is not the primary account holder, such  
11 provider of wireless telephone service shall notify the person making  
12 such request of the date on which such provider of wireless telephone  
13 service intends to give formal notice to the primary account holder.  
14 Such provider of wireless telephone service shall dispose of information  
15 submitted by such person no later than thirty days after receiving such  
16 information in a manner as to maintain confidentiality of such informa-  
17 tion. Such provider of wireless telephone service shall make informa-  
18 tion about this option and process readily available to consumers on  
19 such wireless telephone service provider's website and mobile applica-  
20 tion, in physical stores, and in other forms of public-facing consumer  
21 communication.

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

24 8. Every telephone corporation, as defined in this chapter, shall  
25 allow a person who is under contract including, but not limited to, a  
26 multi-year contract or bundle contract with such telephone corporation,  
27 to opt-out of such contract without fee, penalty or charge when such  
28 person is a victim of domestic violence and provides an attestation in  
29 writing that they no longer wish to be a party to such contract due to  
30 their status as a victim of domestic violence. Such telephone corpo-  
31 ration shall permit a victim of domestic violence to submit such written  
32 attestation through secure remote means that are easily navigable,  
33 provided that remote options are commercially available and technically  
34 feasible. Such telephone corporation shall permit one or more individ-  
35 uals who are under a shared contract to opt-out of such contract without  
36 fee, penalty or charge, regardless of how many persons previously made  
37 such opt-out requests or when, during the term of such shared contract,  
38 such request was made to such telephone corporation. Such telephone  
39 corporation may not require such person to disclose confidential infor-  
40 mation or details relating to such person's status as a victim of domes-  
41 tic violence, as a condition of permitting such person to opt-out of  
42 such contract. If the person making such request is the primary account  
43 holder on such shared contract, such telephone corporation shall be  
44 prohibited from transferring any contractual or billing responsibility  
45 of such shared contract to any other account holders on such shared  
46 contract. Further, such telephone corporation may not make release from  
47 such contract contingent on: (a) maintaining contractual or billing  
48 responsibility of a separated line with the provider; (b) approval of  
49 separation by the primary account holder, if the primary account holder  
50 is not the person making such request; (c) a prohibition or limitation  
51 on number portability or a request to change phone numbers; [~~or~~] (d) a  
52 prohibition or limitation on the separation of lines as a result of  
53 arrears accrued by the account; or (e) an increase in the rate charged  
54 for the mobile service plan of the primary account holder with respect  
55 to service on any remaining line or lines. Nor shall such telephone  
56 corporation prohibit a person who has made an opt-out request from

1 entering into a new contract with such telephone corporation. Such tele-  
2 phone corporation shall release such person from such contract no later  
3 than [~~seven~~] two business days after receiving such opt-out request. If  
4 a person making such request is not the primary account holder, such  
5 telephone corporation shall notify the person making such request of the  
6 date on which such telephone corporation intends to give formal notice  
7 to the primary account holder. Such telephone corporation shall dispose  
8 of information submitted by such person no later than thirty days after  
9 receiving such information in a manner as to maintain confidentiality of  
10 such information. A claim for opting-out of such contract without charge  
11 shall be made in good faith. Such telephone corporation shall waive the  
12 otherwise applicable fee, penalty or charge for such person requesting  
13 to opt-out of such contract. Such telephone corporation shall make  
14 information about this option and process readily available to consumers  
15 on such telephone corporation's website and mobile application, in phys-  
16 ical stores, and in other forms of public-facing consumer communication.

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

20 2. Every cable television company, as defined in section two hundred  
21 twelve of the public service law, that provides television and/or tele-  
22 phone service to customers in New York under contract including, but not  
23 limited to a multi-year contract or bundled contract with such cable  
24 television company, shall allow a person to opt-out of such contract  
25 without fee, penalty or charge when such person is a victim of domestic  
26 violence and provides an attestation in writing that they no longer wish  
27 to be a party to such contract due to their status as a victim of domes-  
28 tic violence. Such cable television company shall permit a victim of  
29 domestic violence to submit such written attestation through secure  
30 remote means that are easily navigable, provided that remote options are  
31 commercially available and technically feasible. Such cable television  
32 company shall permit one or more individuals who are under a shared  
33 contract to opt-out of such contract without fee, penalty or charge,  
34 regardless of how many persons previously made such opt-out requests or  
35 when, during the term of such shared contract, such request was made to  
36 such cable television company. Such cable television company may not  
37 require such person to disclose confidential information or details  
38 relating to such person's status as a victim of domestic violence, as a  
39 condition of permitting such person to opt-out of such contract. If the  
40 person making such request is the primary account holder on such shared  
41 contract, such cable television company shall be prohibited from trans-  
42 ferring any contractual or billing responsibility of such shared  
43 contract to any other account holders on such shared contract. Further,  
44 such cable television company may not make release from such contract  
45 contingent on: (a) maintaining contractual or billing responsibility of  
46 a separated account with the provider; (b) approval of separation by the  
47 primary account holder, if the primary account holder is not the person  
48 making such request; or (c) a prohibition or limitation on the separa-  
49 tion as a result of arrears accrued by the account. Nor shall such  
50 cable television company prohibit a person who has made an opt-out  
51 request from entering into a new contract with such cable television  
52 company. Such cable television company shall release such person from  
53 such contract no later than [~~seven~~] two business days after receiving  
54 such opt-out request. If a person making such request is not the prima-  
55 ry account holder, such cable television company shall notify the person  
56 making such request of the date on which such utility corporation

1 intends to give formal notice to the primary account holder. Such cable  
2 television company shall dispose of information submitted by such person  
3 no later than thirty days after receiving such information in a manner  
4 as to maintain confidentiality of such information. A claim for opting-  
5 out of such contract without charge shall be made in good faith. Such  
6 cable television company shall waive the otherwise applicable fee,  
7 penalty or charge for such person requesting to opt-out of such  
8 contract. Every cable television company shall make information about  
9 the options and process described in this section readily available to  
10 consumers on the website and any mobile application of the provider, in  
11 physical stores, and in other forms of public-facing consumer communi-  
12 cation.

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

16 1. Every direct broadcast satellite service provider, as defined in  
17 this section, that provides television and/or telephone services to  
18 customers in New York shall allow a person who is under contract includ-  
19 ing, but not limited to a multi-year contract or bundled contract with  
20 such satellite television company, to opt-out of such contract without  
21 fee, penalty or charge when such a person is a victim of domestic  
22 violence and provides an attestation in writing that they no longer wish  
23 to be a party to such contract due to their status as a victim of domes-  
24 tic violence. Such satellite television company shall permit a victim of  
25 domestic violence to submit such written attestation through secure  
26 remote means that are easily navigable, provided that remote options are  
27 commercially available and technically feasible. Such satellite tele-  
28 vision company shall permit one or more individuals who are under a  
29 shared contract to opt-out of such contract without fee, penalty or  
30 charge, regardless of how many persons previously made such opt-out  
31 request or when, during the term of such shared contract, such request  
32 was made to such satellite television company. Such satellite television  
33 company may not require such person to disclose confidential information  
34 or details relating to such person's status as a victim of domestic  
35 violence, as a condition of permitting such person to opt-out of such  
36 contract. If the person making such request is the primary account hold-  
37 er on such shared contract, such satellite television company shall be  
38 prohibited from transferring any contractual or billing responsibility  
39 of such shared contract to any other account holders on such shared  
40 contract. Further, such satellite television company may not make  
41 release from such contract contingent on: (a) maintaining contractual or  
42 billing responsibility of a separated account with the provider; (b)  
43 approval of separation by the primary account holder, if the primary  
44 account holder is not the person making such request; or (c) a prohibi-  
45 tion or limitation on the separation as a result of arrears accrued by  
46 the account. Nor shall such satellite television company prohibit a  
47 person who has made an opt-out request from entering into a new contract  
48 with such satellite television company. Such satellite television compa-  
49 ny shall release such person from such contract no later than [~~seven~~]  
50 two business days after receiving such opt-out request. If a person  
51 making such request is not the primary account holder, such satellite  
52 television company shall notify the person making such request of the  
53 date on which such satellite television company intends to give formal  
54 notice to the primary account holder. Such satellite television company  
55 shall dispose of information submitted by such person no later than  
56 thirty days after receiving such information in a manner as to maintain

1 confidentiality of such information. A claim for opting-out of such  
2 contract without charge shall be made in good faith. Such satellite  
3 television company shall waive the otherwise applicable fee, penalty or  
4 charge for such person requesting to opt-out of such contract. Every  
5 satellite television company shall make information about the options  
6 and process described in this section readily available to consumers on  
7 the website and any mobile application of the provider, in physical  
8 stores, and in other forms of public-facing consumer communication.

9 § 6. This act shall take effect immediately.