

STATE OF NEW YORK

7198--A

2023-2024 Regular Sessions

IN SENATE

May 18, 2023

Introduced by Sens. PARKER, FERNANDEZ -- read twice and ordered printed, and when printed to be committed to the Committee on Energy and Telecommunications -- recommitted to the Committee on Energy and Telecommunications in accordance with Senate Rule 6, sec. 8 -- 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 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

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

LBD10730-07-4

1 shared contract. Further, such utility corporation may not make release
2 from such contract contingent on: (a) maintaining contractual or billing
3 responsibility of a separated account with the provider; (b) approval of
4 separation by the primary account holder, if the primary account holder
5 is not the person making such request; or (c) a prohibition or limita-
6 tion on the separation as a result of arrears accrued by the account.

7 Nor shall such utility corporation prohibit a person who had made an
8 opt-out request from entering into a new contract with such utility
9 corporation. Such utility corporation shall release such person from
10 such contract no later than seven days after receiving such opt-out
11 request. Such utility corporation shall dispose of information submitted
12 by such person no later than thirty days after receiving such informa-
13 tion in a manner as to maintain confidentiality of such information.

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

17 1. Every provider of wireless telephone service, as defined in para-
18 graph (b) of subdivision one of section twelve hundred twenty-five-c of
19 the vehicle and traffic law, shall allow a person who is under a shared
20 phone plan contract with such provider to opt-out of such contract with-
21 out fee, penalty or charge when such 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 provider of wireless telephone service shall permit

25 one or more individuals who are under a shared contract to opt-out of
26 such contract without fee, penalty or charge, regardless of how many
27 persons previously made such opt-out requests or when, during the term
28 of such shared contract, such request was made to such provider of wire-
29 less telephone service. Such provider of wireless telephone service may
30 not require such person to disclose confidential information or details
31 relating to such person's status as a victim of domestic violence, as a
32 condition of permitting such person to opt-out of such contract. If the
33 person making such request is the primary account holder on such shared
34 contract, such provider of wireless telephone service shall be prohibit-
35 ed from transferring any contractual or billing responsibility of such
36 shared contract to any other account holders on such shared contract.

37 Further, such provider of wireless telephone service may not make
38 release from such contract contingent on: (a) maintaining contractual or
39 billing responsibility of a separated account with the provider; (b)
40 approval of separation by the primary account holder, if the primary
41 account holder is not the person making such request; (c) a prohibition
42 or limitation on number portability or a request to change phone
43 numbers; or (d) a prohibition or limitation on the separation as a
44 result of arrears accrued by the account. Nor shall such provider of
45 wireless telephone service prohibit a person who has made an opt-out
46 request from entering into a new contract with such wireless telephone
47 service. Such provider of wireless telephone service shall release such
48 person from such contract no later than seven days after receiving such
49 opt-out request. Such provider of wireless telephone service shall
50 dispose of information submitted by such person no later than thirty
51 days after receiving such information in a manner as to maintain confi-
52 dentiality of such information.

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

55 8. Every telephone corporation, as defined in this chapter, shall
56 allow a person who is under contract including, but not limited to, a

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

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

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

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

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

26 1. Every direct broadcast satellite service provider, as defined in
27 this section, that provides television and/or telephone services to
28 customers in New York shall allow a person who is under contract includ-
29 ing, but not limited to a multi-year contract or bundled contract with
30 such satellite television company, to opt-out of such contract without
31 fee, penalty or charge when such a person is a victim of domestic
32 violence and provides an attestation in writing that they no longer wish
33 to be a party to such contract due to their status as a victim of domes-
34 tic violence. Such satellite television company shall permit one or more
35 individuals who are under a shared contract to opt-out of such contract
36 without fee, penalty or charge, regardless of how many persons previous-
37 ly made such opt-out request or when, during the term of such shared
38 contract, such request was made to such satellite television company.
39 Such satellite television company may not require such person to
40 disclose confidential information or details relating to such person's
41 status as a victim of domestic violence, as a condition of permitting
42 such person to opt-out of such contract. If the person making such
43 request is the primary account holder on such shared contract, such
44 satellite television company shall be prohibited from transferring any
45 contractual or billing responsibility of such shared contract to any
46 other account holders on such shared contract. Further, such satellite
47 television company may not make release from such contract contingent
48 on: (a) maintaining contractual or billing responsibility of a separated
49 account with the provider; (b) approval of separation by the primary
50 account holder, if the primary account holder is not the person making
51 such request; or (c) a prohibition or limitation on the separation as a
52 result of arrears accrued by the account. Nor shall such satellite tele-
53 vision company prohibit a person who has made an opt-out request from
54 entering into a new contract with such satellite television company.
55 Such satellite television company shall release such person from such
56 contract no later than seven days after receiving such opt-out request.

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

12 § 6. This act shall take effect immediately.