STATE OF NEW YORK

998

2023-2024 Regular Sessions

IN ASSEMBLY

January 12, 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 requiring the release of individuals from utility, phone and television contracts in instances of domestic violence; and to amend a chapter of the laws of 2022 amending the public service law and the general business law relating to requiring the release of individuals from utility, phone and television contracts in instances of domestic violence, as proposed in legislative bills numbers S.7157-A and A.6207-B, in relation to the effectiveness thereof

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

Section 1. Section 48-a of the public service law, as added by a chapter of the laws of 2022 amending the public service law and the general business law relating to requiring the release of individuals from utility, phone and television contracts in instances of domestic violence, as proposed in legislative bills numbers S.7157-A and A.6207-B, is amended to read as follows:

§ 48-a. Utility services; domestic violence victims. 1. Every utility corporation shall allow a person who is under a shared contract with such utility corporation to opt-out of such contract without fee, penalty or charge when such person is a victim of domestic violence and provides an attestation in writing [~~of their eligibility as a victim of domestic violence~~] **that they no longer wish to be a party to such contract due to their status as a victim of domestic violence**. Such utility corporation 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. Further, such utility corporation 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

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

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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. Such utility corporation shall release such person from such contract no later than seven days after receiving such opt-out request. Such utility corporation 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.

2. Every utility corporation shall make information about the options and process described in subdivision one of this section readily available to customers on the website and any mobile application of such utility corporation, and in other forms of public-facing customer communication.

3. A covered provider and any officer, director, employee, vendor or agent thereof shall not be subject to liability for any claims arising from an action taken or omission made with respect to compliance with this section.

§ 2. Section 399-cccc of the general business law, as added by a chapter of the laws of 2022 amending the public service law and the general business law relating to requiring the release of individuals from utility, phone and television contracts in instances of domestic violence, as proposed in legislative bills numbers S.7157-A and A.6207-B, is amended to read as follows:

§ 399-cccc. Wireless telephone services; domestic violence victims. 1. Every provider of wireless telephone service, as defined in paragraph (b) of subdivision one of section twelve hundred twenty-five-c of the vehicle and traffic law, shall allow a person who is under a shared phone plan contract with such provider to opt-out of such contract without fee, penalty or charge when such person is a victim of domestic violence and provides an attestation in writing [~~of their eligibility as a victim of domestic violence~~] that they no longer wish to be a party to such contract due to their status as a victim of domestic violence. Such provider of wireless telephone service 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. Further, such provider of wireless telephone service 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; (c) a prohibition or limitation on number portability or a request to change phone numbers; or (d) a prohibition or limitation on the separation as a result of arrears accrued by the account. Such provider of wireless telephone service shall release such person from such contract no later than seven days after receiving such opt-out request. Such provider of wireless telephone service 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.

2. Every provider of wireless telephone service shall make information about the options and process described in subdivision one of 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.

3. A covered provider and any officer, director, employee, vendor or agent thereof shall not be subject to liability for any claims arising

from an action taken or omission made with respect to compliance with this section.

§ 3. Subdivisions 7 and 8 of section 91 of the public service law, as amended by a chapter of the laws of 2022 amending the public service law and the general business law relating to requiring the release of individuals from utility, phone and television contracts in instances of domestic violence, as proposed in legislative bills numbers S.7157-A and A.6207-B, are amended to read as follows:

7. Every telephone corporation, as defined in this chapter shall, at its option: (a) allow a customer to use a modified or alternative name for a directory listing or (b) waive the otherwise applicable charges for a non-published telephone listing, where the customer requests protection of its identity in connection with the customer's purchase of telephone service and the customer is a victim of domestic violence, as defined in section four hundred fifty-nine-a of the social services law, and for whose benefit any order of protection, other than a temporary order of protection, has been issued by a court of competent jurisdiction. This waiver of charges shall be for the duration of the applicable, non-temporary, order. Any non-published listings provided in this subdivision shall conform to all the same requirements of other non-published listings. A customer requesting such an accommodation shall provide an attestation in writing [~~of their eligibility as a victim of domestic violence~~] that they no longer wish to be a party to such contract due to their status as a victim of domestic violence. Such telephone corporation may not require such customer to disclose confidential information or details relating to such customer's status as a victim of domestic violence, as a condition of implementing such accommodation. Any customer requesting an accommodation pursuant to this subdivision may also request and shall be provided, at no cost to the customer, a new telephone number within fifteen days from the request for such accommodation. Such telephone corporation shall dispose of information submitted by such customer no later than thirty days after receiving such information in a manner as to maintain confidentiality of such information.

8. Every telephone corporation, as defined in this chapter, shall allow a person who is under contract including, but not limited to, a multi-year contract or bundle contract with such telephone corporation, to opt-out of such contract without fee, penalty or charge when such person is a victim of domestic violence and provides an attestation in writing [~~of their eligibility as a victim of domestic violence~~] that they no longer wish to be a party to such contract due to their status as a victim of domestic violence. Such telephone corporation 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. Further, such telephone corporation may not make release from such contract contingent on: (a) maintaining contractual or billing responsibility of a separated line with the provider; (b) approval of separation by the primary account holder, if the primary account holder is not the person making such request; (c) a prohibition or limitation on number portability or a request to change phone numbers; or (d) a prohibition or limitation on the separation of lines as a result of arrears accrued by the account. Such telephone corporation shall release such person from such contract no later than seven days after receiving such opt-out request. Such telephone corporation shall dispose of information submitted by such person no later than thirty days after receiving such infor-

mation 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 telephone corporation shall waive the otherwise applicable fee, penalty or charge for such person requesting to opt-out of such contract.

§ 4. Section 399-yy of the general business law, as amended by a chapter of the laws of 2022 amending the public service law and the general business law relating to requiring the release of individuals from utility, phone and television contracts in instances of domestic violence, as proposed in legislative bills numbers S.7157-A and A.6207-B, is amended to read as follows:

§ 399-yy. Cable television company providing telephone services. 1. Every cable television company, as defined in section two hundred twelve of the public service law, that provides telephone service to customers in New York shall, at its option: a. allow a customer without fee, penalty or charge to use a modified or alternative name for a directory listing or b. waive the otherwise applicable charges for a non-published telephone listing, where the customer requests protection of its identity in connection with the customer's purchase of telephone service and the customer is a victim of domestic violence, as defined in section four hundred fifty-nine-a of the social services law. Any non-published listings provided in this section shall conform to all the same requirements of other non-published listings. A customer requesting such an accommodation shall provide an attestation in writing [~~of their eligibility as a victim of domestic violence~~] that they no longer wish to be a party to such contract due to their status as a victim of domestic violence. Such cable television company may not require such customer to disclose confidential information or details relating to such customer's status as a victim of domestic violence, as a condition of implementing such accommodation. Any customer requesting an accommodation pursuant to this section may also request and shall be provided, at no cost to the customer, a new telephone number within fifteen days from the request for such accommodation. Such cable television company shall dispose of information submitted by such customer no later than thirty days after receiving such information in a manner as to maintain confidentiality of such information.

2. Every cable television company, as defined in section two hundred twelve of the public service law, that provides television and/or telephone service to customers in New York under contract including, but not limited to a multi-year contract or bundled contract with such cable television company, shall allow a person to opt-out of such contract without fee, penalty or charge when such person is a victim of domestic violence and provides an attestation in writing [~~of their eligibility as a victim of domestic violence~~] that they no longer wish to be a party to such contract due to their status as a victim of domestic violence. Such cable 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. Further, such cable 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. 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.

3. A covered provider and any officer, director, employee, vendor or agent thereof shall not be subject to liability for any claims arising from an action taken or omission made with respect to compliance with this section.

§ 5. Subdivision 1 of section 399-yyy of the general business law, as amended by a chapter of the laws of 2022 amending the public service law and the general business law relating to requiring the release of individuals from utility, phone and television contracts in instances of domestic violence, as proposed in legislative bills numbers S.7157-A and A.6207-B, 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 [~~of their eligibility as a victim of domestic violence~~] 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 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. 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. 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 good faith. Such satellite television company shall waive the otherwise applicable fee, penalty or charge for such person requesting to opt-out of such contract. Every satellite 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.

§ 6. Section 6 of a chapter of the laws of 2022 amending the public service law and the general business law relating to requiring the release of individuals from utility, phone and television contracts in

instances of domestic violence, as proposed in legislative bills numbers S.7157-A and A.6207-B, is amended to read as follows:

§ 6. This act shall take effect [~~immediately and shall apply to contracts entered into on and after such effective date~~] **June 30, 2023**.

§ 7. This act shall take effect on the same date and in the same manner as a chapter of the laws of 2022 amending the public service law and the general business law relating to requiring the release of individuals from utility, phone and television contracts in instances of domestic violence, as proposed in legislative bills numbers S.7157-A and A.6207-B, takes effect.