

STATE OF NEW YORK

1344

2023-2024 Regular Sessions

IN SENATE

January 11, 2023

Introduced by Sen. PARKER -- read twice and ordered printed, and when printed to be committed to the Committee on Rules

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:

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

7 § 48-a. Utility services; domestic violence victims. 1. Every utility
8 corporation shall allow a person who is under a shared contract with
9 such utility corporation to opt-out of such contract without fee, penal-
10 ty or charge when such person is a victim of domestic violence and
11 provides an attestation in writing [~~of their eligibility as a victim of~~
12 ~~domestic violence~~] that they no longer wish to be a party to such
13 contract due to their status as a victim of domestic violence. Such
14 utility corporation may not require such person to disclose confidential
15 information or details relating to such person's status as a victim of
16 domestic violence, as a condition of permitting such person to opt-out
17 of such contract. Further, such utility corporation may not make release
18 from such contract contingent on: (a) maintaining contractual or billing
19 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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1 separation by the primary account holder, if the primary account holder
2 is not the person making such request; or (c) a prohibition or limita-
3 tion on the separation as a result of arrears accrued by the account.
4 Such utility corporation shall release such person from such contract no
5 later than seven days after receiving such opt-out request. Such utility
6 corporation shall dispose of information submitted by such person no
7 later than thirty days after receiving such information in a manner as
8 to maintain confidentiality of such information.

9 2. Every utility corporation shall make information about the options
10 and process described in subdivision one of this section readily avail-
11 able to customers on the website and any mobile application of such
12 utility corporation, and in other forms of public-facing customer commu-
13 nication.

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

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

24 § 399-cccc. Wireless telephone services; domestic violence victims.
25 1. Every provider of wireless telephone service, as defined in paragraph
26 (b) of subdivision one of section twelve hundred twenty-five-c of the
27 vehicle and traffic law, shall allow a person who is under a shared
28 phone plan contract with such provider to opt-out of such contract with-
29 out fee, penalty or charge when such person is a victim of domestic
30 violence and provides an attestation in writing [~~of their eligibility as~~
31 ~~a victim of domestic violence~~] that they no longer wish to be a party to
32 such contract due to their status as a victim of domestic violence. Such
33 provider of wireless telephone service may not require such person to
34 disclose confidential information or details relating to such person's
35 status as a victim of domestic violence, as a condition of permitting
36 such person to opt-out of such contract. Further, such provider of
37 wireless telephone service may not make release from such contract
38 contingent on: (a) maintaining contractual or billing responsibility of
39 a separated account with the provider; (b) approval of separation by
40 the primary account holder, if the primary account holder is not the
41 person making such request; (c) a prohibition or limitation on number
42 portability or a request to change phone numbers; or (d) a prohibition
43 or limitation on the separation as a result of arrears accrued by
44 the account. Such provider of wireless telephone service shall release
45 such person from such contract no later than seven days after receiving
46 such opt-out request. Such provider of wireless telephone service shall
47 dispose of information submitted by such person no later than thirty
48 days after receiving such information in a manner as to maintain confi-
49 dentiality of such information.

50 2. Every provider of wireless telephone service shall make information
51 about the options and process described in subdivision one of this
52 section readily available to consumers on the website and any mobile
53 application of the provider, in physical stores, and in other forms of
54 public-facing consumer communication.

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

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

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

9 7. Every telephone corporation, as defined in this chapter shall, at
10 its option: (a) allow a customer to use a modified or alternative name
11 for a directory listing or (b) waive the otherwise applicable charges
12 for a non-published telephone listing, where the customer requests
13 protection of its identity in connection with the customer's purchase of
14 telephone service and the customer is a victim of domestic violence, as
15 defined in section four hundred fifty-nine-a of the social services law,
16 and for whose benefit any order of protection, other than a temporary
17 order of protection, has been issued by a court of competent jurisdic-
18 tion. This waiver of charges shall be for the duration of the applica-
19 ble, non-temporary, order. Any non-published listings provided in this
20 subdivision shall conform to all the same requirements of other non-
21 published listings. A customer requesting such an accommodation shall
22 provide an attestation in writing [~~of their eligibility as a victim of~~
23 ~~domestic violence~~] that they no longer wish to be a party to such
24 contract due to their status as a victim of domestic violence. Such
25 telephone corporation may not require such customer to disclose confi-
26 dential information or details relating to such customer's status as a
27 victim of domestic violence, as a condition of implementing such accom-
28 modation. Any customer requesting an accommodation pursuant to this
29 subdivision may also request and shall be provided, at no cost to the
30 customer, a new telephone number within fifteen days from the request
31 for such accommodation. Such telephone corporation shall dispose of
32 information submitted by such customer no later than thirty days after
33 receiving such information in a manner as to maintain confidentiality of
34 such information.

35 8. Every telephone corporation, as defined in this chapter, shall
36 allow a person who is under contract including, but not limited to, a
37 multi-year contract or bundle contract with such telephone corporation,
38 to opt-out of such contract without fee, penalty or charge when such
39 person is a victim of domestic violence and provides an attestation in
40 writing [~~of their eligibility as a victim of domestic violence~~] that
41 they no longer wish to be a party to such contract due to their status
42 as a victim of domestic violence. Such telephone corporation may not
43 require such person to disclose confidential information or details
44 relating to such person's status as a victim of domestic violence, as a
45 condition of permitting such person to opt-out of such contract.
46 Further, such telephone corporation may not make release from such
47 contract contingent on: (a) maintaining contractual or billing responsi-
48 bility of a separated line with the provider; (b) approval of separation
49 by the primary account holder, if the primary account holder is not the
50 person making such request; (c) a prohibition or limitation on number
51 portability or a request to change phone numbers; or (d) a prohibition
52 or limitation on the separation of lines as a result of arrears accrued
53 by the account. Such telephone corporation shall release such person
54 from such contract no later than seven days after receiving such opt-out
55 request. Such telephone corporation shall dispose of information submit-
56 ted by such person no later than thirty days after receiving such infor-

1 mation in a manner as to maintain confidentiality of such information. A
2 claim for opting-out of such contract without charge shall be made in
3 good faith. Such telephone corporation shall waive the otherwise appli-
4 cable fee, penalty or charge for such person requesting to opt-out of
5 such contract.

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

12 § 399-yy. Cable television company providing telephone services. 1.
13 Every cable television company, as defined in section two hundred twelve
14 of the public service law, that provides telephone service to customers
15 in New York shall, at its option: a. allow a customer without fee,
16 penalty or charge to use a modified or alternative name for a directory
17 listing or b. waive the otherwise applicable charges for a non-published
18 telephone listing, where the customer requests protection of its identi-
19 ty in connection with the customer's purchase of telephone service and
20 the customer is a victim of domestic violence, as defined in section
21 four hundred fifty-nine-a of the social services law. Any non-published
22 listings provided in this section shall conform to all the same require-
23 ments of other non-published listings. A customer requesting such an
24 accommodation shall provide an attestation in writing [~~of their eligi-~~
25 ~~bility as a victim of domestic violence~~] that they no longer wish to be
26 a party to such contract due to their status as a victim of domestic
27 violence. Such cable television company may not require such customer to
28 disclose confidential information or details relating to such customer's
29 status as a victim of domestic violence, as a condition of implementing
30 such accommodation. Any customer requesting an accommodation pursuant to
31 this section may also request and shall be provided, at no cost to the
32 customer, a new telephone number within fifteen days from the request
33 for such accommodation. Such cable television company shall dispose of
34 information submitted by such customer no later than thirty days after
35 receiving such information in a manner as to maintain confidentiality of
36 such information.

37 2. Every cable television company, as defined in section two hundred
38 twelve of the public service law, that provides television and/or tele-
39 phone service to customers in New York under contract including, but not
40 limited to a multi-year contract or bundled contract with such cable
41 television company, shall allow a person to opt-out of such contract
42 without fee, penalty or charge when such person is a victim of domestic
43 violence and provides an attestation in writing [~~of their eligibility as~~
44 ~~a victim of domestic violence~~] that they no longer wish to be a party to
45 such contract due to their status as a victim of domestic violence. Such
46 cable television company may not require such person to disclose confi-
47 dential information or details relating to such person's status as a
48 victim of domestic violence, as a condition of permitting such person to
49 opt-out of such contract. Further, such cable television company may not
50 make release from such contract contingent on: (a) maintaining contrac-
51 tual or billing responsibility of a separated account with the provider;
52 (b) approval of separation by the primary account holder, if the primary
53 account holder is not the person making such request; or (c) a prohibi-
54 tion or limitation on the separation as a result of arrears accrued by
55 the account. Such cable television company shall release such person
56 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

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

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

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