

# 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.

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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.

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

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

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

56 8. Every telephone corporation, as defined in this chapter, shall  
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.