STATE OF NEW YORK

6836

2025-2026 Regular Sessions

IN ASSEMBLY

March 14, 2025

Introduced by M. of A. 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:

Section 1. Subdivision 1 of section 48-a of the public service law, as amended by chapter 42 of the laws of 2023, is amended to read as follows:

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 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 shall permit a victim of domestic violence to submit such written attestation through secure remote means that are easily navigable, provided that remote options are commercially available and technically feasible. Such utility corporation shall permit one or more individuals who are under a shared contract to opt-out of such contract without a fee, penalty or charge, regardless of how many persons previously made such opt-out requests or when, during the term of such shared contract, such request was made to such utility corporation.** 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. **If the person making such request is the primary account holder on such shared contract, such utility corporation shall be prohibited from transferring any contractual or billing responsibility of such shared contract to any other account holders on such shared contract.** Further, such utility

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

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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 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. **Nor shall such utility corporation prohibit a person who had made an opt-out request from entering into a new contract with such utility corporation.** Such utility corporation shall release such person from such contract no later than [~~seven~~] **two business** days after receiving such opt-out request. **If a person making such request is not the primary account holder, such utility corporation shall notify the person making such request of the date on which such utility corporation intends to give formal notice to the primary account holder.** 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. **Such utility corporation shall make information about this option and process readily available to consumers on such utility corporation's website and mobile application, in physical stores, and in other forms of public-facing consumer communication.**

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

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 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 shall permit a victim of domestic violence to submit such written attestation through secure remote means that are easily navigable, provided that remote options are commercially available and technically feasible. Such provider of wireless telephone service shall permit one or more individuals who are under a shared contract to opt-out of such contract without fee, penalty or charge, regardless of how many persons previously made such opt-out requests or when, during the term of such shared contract, such request was made to such provider of wireless telephone service.** 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. **If the person making such request is the primary account holder on such shared contract, such provider of wireless telephone service shall be prohibited from transferring any contractual or billing responsibility of such shared contract to any other account holders on such shared 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**; or (e) an increase in the rate charged for the mobile service plan of the primary account holder with respect to**

service on any remaining line or lines. Nor shall such provider of wireless telephone service prohibit a person who has made an opt-out request from entering into a new contract with such wireless telephone service. Beginning on the date on which a provider of wireless telephone service releases a person making such request from a shared phone plan contract, the person making such request will have no further financial responsibilities for any mobile device associated with such shared phone plan contract, unless the person making such request purchased the mobile device, or affirmatively elects to maintain possession of the mobile device. Such provider of wireless telephone service shall release such person from such contract no later than [~~seven~~] two business days after receiving such opt-out request. If a person making such request is not the primary account holder, such provider of wireless telephone service shall notify the person making such request of the date on which such provider of wireless telephone service intends to give formal notice to the primary account holder. 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. Such provider of wireless telephone service shall make information about this option and process readily available to consumers on such wireless telephone service provider's website and mobile application, in physical stores, and in other forms of public-facing consumer communication.

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

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 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 shall permit a victim of domestic violence to submit such written attestation through secure remote means that are easily navigable, provided that remote options are commercially available and technically feasible. Such telephone corporation shall permit one or more individuals who are under a shared contract to opt-out of such contract without fee, penalty or charge, regardless of how many persons previously made such opt-out requests or when, during the term of such shared contract, such request was made to such telephone corporation. 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. If the person making such request is the primary account holder on such shared contract, such telephone corporation shall be prohibited from transferring any contractual or billing responsibility of such shared contract to any other account holders on such shared 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; or (e) an increase in the rate charged

for the mobile service plan of the primary account holder with respect to service on any remaining line or lines. Nor shall such telephone corporation prohibit a person who has made an opt-out request from entering into a new contract with such telephone corporation. Such telephone corporation shall release such person from such contract no later than [~~seven~~] **two business** days after receiving such opt-out request. **If a person making such request is not the primary account holder, such telephone corporation shall notify the person making such request of the date on which such telephone corporation intends to give formal notice to the primary account holder.** Such telephone 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. 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. **Such telephone corporation shall make information about this option and process readily available to consumers on such telephone corporation's website and mobile application, in physical stores, and in other forms of public-facing consumer communication.**

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

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 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 shall permit a victim of domestic violence to submit such written attestation through secure remote means that are easily navigable, provided that remote options are commercially available and technically feasible. Such cable television company shall permit one or more individuals who are under a shared contract to opt-out of such contract without fee, penalty or charge, regardless of how many persons previously made such opt-out requests or when, during the term of such shared contract, such request was made to such cable television company.** 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. **If the person making such request is the primary account holder on such shared contract, such cable television company shall be prohibited from transferring any contractual or billing responsibility of such shared contract to any other account holders on such shared 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. **Nor shall such cable television company prohibit a person who has made an opt-out request from entering into a new contract with such cable television company.** Such cable television company shall release such person from such contract no later than [~~seven~~] **two business** days after receiving

such opt-out request. **If a person making such request is not the primary account holder, such cable television company shall notify the person making such request of the date on which such utility corporation intends to give formal notice to the primary account holder.** 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.

§ 5. Subdivision 1 of section 399-yyy of the general business law, as amended by chapter 42 of the laws of 2023, 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 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 shall permit a victim of domestic violence to submit such written attestation through secure remote means that are easily navigable, provided that remote options are commercially available and technically feasible. Such satellite television company shall permit one or more individuals who are under a shared contract to opt-out of such contract without fee, penalty or charge, regardless of how many persons previously made such opt-out request or when, during the term of such shared contract, such request was made to such satellite television company.** 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. **If the person making such request is the primary account holder on such shared contract, such satellite television company shall be prohibited from transferring any contractual or billing responsibility of such shared contract to any other account holders on such shared 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. **Nor shall such satellite television company prohibit a person who has made an opt-out request from entering into a new contract with such satellite television company.** Such satellite television company shall release such person from such contract no later than [~~seven~~] **two business** days after receiving such opt-out request. **If a person making such request is not the primary account holder, such satellite television company shall notify the person making such request of the date on which such satellite television company intends to give formal**

notice to the primary account holder. 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. This act shall take effect immediately.