

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:

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 a
10 victim of domestic violence to submit such written attestation through
11 secure remote means that are easily navigable, provided that remote
12 options are commercially available and technically feasible. Such util-
13 ity corporation shall permit one or more individuals who are under a
14 shared contract to opt-out of such contract without a fee, penalty or
15 charge, regardless of how many persons previously made such opt-out
16 requests or when, during the term of such shared contract, such request
17 was made to such utility corporation. Such utility corporation may not
18 require such person to disclose confidential information or details
19 relating to such person's status as a victim of domestic violence, as a
20 condition of permitting such person to opt-out of such contract. If the
21 person making such request is the primary account holder on such shared
22 contract, such utility corporation shall be prohibited from transferring
23 any contractual or billing responsibility of such shared contract to any
24 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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1 corporation may not make release from such contract contingent on: (a)
2 maintaining contractual or billing responsibility of a separated account
3 with the provider; (b) approval of separation by the primary account
4 holder, if the primary account holder is not the person making such
5 request; or (c) a prohibition or limitation on the separation as a
6 result of arrears accrued by the account. Nor shall such utility corpo-
7 ration prohibit a person who had made an opt-out request from entering
8 into a new contract with such utility corporation. Such utility corpo-
9 ration shall release such person from such contract no later than
10 ~~[seven]~~ two business days after receiving such opt-out request. If a
11 person making such request is not the primary account holder, such util-
12 ity corporation shall notify the person making such request of the date
13 on which such utility corporation intends to give formal notice to the
14 primary account holder. Such utility corporation shall dispose of infor-
15 mation submitted by such person no later than thirty days after receiv-
16 ing such information in a manner as to maintain confidentiality of such
17 information. Such utility corporation shall make information about this
18 option and process readily available to consumers on such utility corpo-
19 ration's website and mobile application, in physical stores, and in
20 other forms of public-facing consumer communication.

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

24 1. Every provider of wireless telephone service, as defined in para-
25 graph (b) of subdivision one of section twelve hundred twenty-five-c of
26 the vehicle and traffic law, shall allow a person who is under a shared
27 phone plan contract with such provider to opt-out of such contract with-
28 out fee, penalty or charge when such person is a victim of domestic
29 violence and provides an attestation in writing that they no longer wish
30 to be a party to such contract due to their status as a victim of domes-
31 tic violence. Such provider of wireless telephone service shall permit a
32 victim of domestic violence to submit such written attestation through
33 secure remote means that are easily navigable, provided that remote
34 options are commercially available and technically feasible. Such
35 provider of wireless telephone service shall permit one or more individ-
36 uals who are under a shared contract to opt-out of such contract without
37 fee, penalty or charge, regardless of how many persons previously made
38 such opt-out requests or when, during the term of such shared contract,
39 such request was made to such provider of wireless telephone service.
40 Such provider of wireless telephone service may not require such person
41 to disclose confidential information or details relating to such
42 person's status as a victim of domestic violence, as a condition of
43 permitting such person to opt-out of such contract. If the person making
44 such request is the primary account holder on such shared contract, such
45 provider of wireless telephone service shall be prohibited from trans-
46 ferring any contractual or billing responsibility of such shared
47 contract to any other account holders on such shared contract. Further,
48 such provider of wireless telephone service may not make release from
49 such contract contingent on: (a) maintaining contractual or billing
50 responsibility of a separated account with the provider; (b) approval of
51 separation by the primary account holder, if the primary account holder
52 is not the person making such request; (c) a prohibition or limitation
53 on number portability or a request to change phone numbers; ~~[or]~~ (d) a
54 prohibition or limitation on the separation as a result of arrears
55 accrued by the account; or (e) an increase in the rate charged for the
56 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

1 for the mobile service plan of the primary account holder with respect
2 to service on any remaining line or lines. Nor shall such telephone
3 corporation prohibit a person who has made an opt-out request from
4 entering into a new contract with such telephone corporation. Such tele-
5 phone corporation shall release such person from such contract no later
6 than [seven] two business days after receiving such opt-out request. If
7 a person making such request is not the primary account holder, such
8 telephone corporation shall notify the person making such request of the
9 date on which such telephone corporation intends to give formal notice
10 to the primary account holder. Such telephone corporation shall dispose
11 of information submitted by such person no later than thirty days after
12 receiving such information in a manner as to maintain confidentiality of
13 such information. A claim for opting-out of such contract without charge
14 shall be made in good faith. Such telephone corporation shall waive the
15 otherwise applicable fee, penalty or charge for such person requesting
16 to opt-out of such contract. Such telephone corporation shall make
17 information about this option and process readily available to consumers
18 on such telephone corporation's website and mobile application, in phys-
19 ical stores, and in other forms of public-facing consumer communication.

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

23 2. Every cable television company, as defined in section two hundred
24 twelve of the public service law, that provides television and/or tele-
25 phone service to customers in New York under contract including, but not
26 limited to a multi-year contract or bundled contract with such cable
27 television company, shall allow a person to opt-out of such contract
28 without fee, penalty or charge when such person is a victim of domestic
29 violence and provides an attestation in writing that they no longer wish
30 to be a party to such contract due to their status as a victim of domes-
31 tic violence. Such cable television company shall permit a victim of
32 domestic violence to submit such written attestation through secure
33 remote means that are easily navigable, provided that remote options are
34 commercially available and technically feasible. Such cable television
35 company shall permit one or more individuals who are under a shared
36 contract to opt-out of such contract without fee, penalty or charge,
37 regardless of how many persons previously made such opt-out requests or
38 when, during the term of such shared contract, such request was made to
39 such cable television company. Such cable television company may not
40 require such person to disclose confidential information or details
41 relating to such person's status as a victim of domestic violence, as a
42 condition of permitting such person to opt-out of such contract. If the
43 person making such request is the primary account holder on such shared
44 contract, such cable television company shall be prohibited from trans-
45 ferring any contractual or billing responsibility of such shared
46 contract to any other account holders on such shared contract. Further,
47 such cable television company may not make release from such contract
48 contingent on: (a) maintaining contractual or billing responsibility of
49 a separated account with the provider; (b) approval of separation by the
50 primary account holder, if the primary account holder is not the person
51 making such request; or (c) a prohibition or limitation on the sepa-
52 ration as a result of arrears accrued by the account. Nor shall such
53 cable television company prohibit a person who has made an opt-out
54 request from entering into a new contract with such cable television
55 company. Such cable television company shall release such person from
56 such contract no later than [seven] two business days after receiving

1 such opt-out request. If a person making such request is not the primary
2 account holder, such cable television company shall notify the person
3 making such request of the date on which such utility corporation
4 intends to give formal notice to the primary account holder. Such cable
5 television company shall dispose of information submitted by such person
6 no later than thirty days after receiving such information in a manner
7 as to maintain confidentiality of such information. A claim for opting-
8 out of such contract without charge shall be made in good faith. Such
9 cable television company shall waive the otherwise applicable fee,
10 penalty or charge for such person requesting to opt-out of such
11 contract. Every cable television company shall make information about
12 the options and process described in this section readily available to
13 consumers on the website and any mobile application of the provider, in
14 physical stores, and in other forms of public-facing consumer communi-
15 cation.

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

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

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