A bill for an act
relating to telecommunications; enacting the Minnesota Wireless Telephone Consumer Protection Act; repealing certain requirements; proposing coding for new law in Minnesota Statutes, chapter 325F; repealing Minnesota Statutes 2006, section 325F.695.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **[325F.696] MINNESOTA WIRELESS TELEPHONE CONSUMER PROTECTION ACT.**

Subdivision 1. **Definitions.** (a) The definitions in this subdivision apply to this section.

(b) "Government-mandated charges and taxes" means any taxes, fees, and other charges that a wireless carrier is legally required to collect directly from consumers and to remit to federal, state, or local governments, or to third parties authorized by such governments, for the administration of government programs. Government-mandated charges and taxes does not include discretionary charges authorized, but not required by, government action.

(c) "Premium charge" means any charge in excess of the wireless carrier's standard text, picture, or video message charge, including any recurring monthly charge.

(d) "Wireless carrier" means a provider of wireless telecommunications service.

(e) "Wireless telecommunications service" means commercial mobile radio service as defined in Code of Federal Regulations, title 47, part 20.

Subd. 2. **Required disclosures.** (a) Wireless carriers providing wireless telecommunications service in the state must:

(1) provide the customer, at the time of sale, with a coverage map that accurately depicts the area where service is provided and that identifies areas where any domestic roaming or additional charges would apply to the customer's service;

(2) make accurate coverage maps available to prospective and existing customers at any location where the wireless carrier's wireless telecommunications service is offered for sale and make those maps available electronically at the carrier's Web site;

(3) clearly and conspicuously disclose at the time of sale the price for the service being purchased by the customer, including the monthly access fee or base charge, the amount of any activation or initiation fee, any charges for roaming, any charge for domestic long distance, any charge for exceeding the number of minutes or usage included in any allowance, and any other charges collected and retained by the carrier and disclose a good faith estimate of the amount or range of all applicable government-mandated or authorized charges and taxes;

(4) clearly and conspicuously disclose to the customer at the time of sale, in at least 12-point font: (i) that the price is not guaranteed to remain the same for the minimum term of the contract if a contract provision allows the wireless carrier to change the price of the service during the minimum term, and (ii) any early termination fee that applies if service is terminated during the minimum term; and

(5) prior to the execution of a written contract for wireless telephone service, provide the consumer the terms of the contract, in writing, and after execution of the contract, provide the customer with a copy of the writing or writings evidencing the customer's acceptance of the written contract at the time of sale and thereafter upon the customer's request.

(b) If a customer accepts a written contract, the wireless carrier must obtain specific, written acknowledgment from the customer that the customer has read and understands any early termination fee provisions and any provisions that allow the wireless carrier to change the price of the service during the minimum contract term. If a customer accepts an electronic contract over the Internet or by other electronic means or through an interactive voice response system, the wireless carrier must obtain specific, electronic acknowledgment from the customer that the customer has read or heard, and understands, any early termination fee provisions and any provisions that allow the wireless carrier to change the price of service during the minimum contract term. For electronic contracts accepted over the Internet or by other electronic means, the wireless carrier must provide a copy of those provisions and the contract terms and conditions in electronic form that the customer may print from the carrier's Web site. For electronic contracts accepted through an interactive voice response system, the wireless carrier must provide a written copy of those provisions and the contract terms and conditions via mail or e-mail within ten days after the customer's acceptance, unless the customer expressly opts not to receive the written version. If a customer accepts the contract orally by telephone, the wireless carrier must provide a written copy of those provisions and the contract terms and conditions via mail or e-mail within ten days after the customer's acceptance, unless the customer expressly opts not to receive the written version.

Subd. 3. **Billing; listing of government taxes and fees.** All bills for wireless telecommunications services must list government-mandated charges and taxes in a section of the bill separate from the section or sections listing the price and any other charges for the wireless telecommunications service. The wireless carrier must include a brief, easy-to-understand description of each charge included in the bill. The wireless carrier must not represent, expressly or by implication, that discretionary cost-recovery fees or charges are government-mandated charges and taxes.

Subd. 4. **Billing for third-party goods and services.** (a) A wireless carrier must not include on a customer's bill a charge for goods or services that the carrier bills on behalf of a third party unless the third-party or wireless carrier has obtained the customer's prior express authorization to include those charges on the customer's bill issued by the wireless carrier.

(b) If a customer of a wireless carrier disputes any third-party charge appearing on that customer's wireless bill, the customer shall not be obligated to pay the disputed charge until the wireless carrier or third party provides evidence of the customer's prior express authorization to include such charge. Evidence of the customer's prior express authorization must be produced to the customer within 14 calendar days after the customer notifies the wireless carrier that the charge is disputed. A customer shall be permitted to dispute any charges that a wireless carrier bills on behalf of a third party for up to six months after the charge appears on the customer's wireless bill. If the wireless carrier cannot produce evidence that the customer authorized the third-party charge, the wireless carrier must remove the charge from the customer's wireless bill and credit the customer for the unauthorized third-party charges incurred during the previous six months.

(c) A wireless carrier or third party meets the prior express authorization requirements of this subdivision only if it obtains or receives written authorization in the form of a letter of agency, a customer's oral authorization if the customer subsequently opts in by an e-mail or text message exchange with the third-party or wireless carrier, or a customer's affirmative authorization via an interactive voice response system or via an electronic communication, such as through the Internet, by E-mail, or by text message.

(1) If the customer's authorization is in the form of a letter of agency, the letter of agency must be a separate or easily separable document. The sole purpose of the letter of agency must be to authorize the carrier to include on the customer's bill a charge for goods or services that the carrier bills on behalf of a third party. The letter of agency must be of sufficient size to be clearly legible and must contain clear, unambiguous and separate statements for each third-party good or service for which the customer is agreeing the carrier may include charges on the customer's bill. The letter of agency must be signed and dated by the customer.

(2) If a customer's authorization is obtained orally, via the Internet, via e-mail, or via an interactive voice response system, the third-party or wireless carrier must, within 48 hours of receiving the customer's authorization, send the customer, via e-mail or text message, a notice of verification confirming the authorization.

(3) If the customer's authorization is obtained via a text message, the third-party or wireless carrier must, within 48 hours of receiving the customer's authorization, send the customer, via text message, a notice of verification confirming the authorization. If the goods or services that the wireless carrier bills on behalf of a third party involve premium charges, and the authorization for such charges is obtained via text message, the customer's authorization must be obtained using a double opt-in text message exchange between the third-party or wireless carrier and the customer.

(d) For direct-dialed calls, where the call itself represents the service for which the charge is placed on a customer's wireless telephone bill, such as "900 number" services and "dial around" services, evidence that the call was placed from the number that is subject to the wireless telephone bill is sufficient evidence of authorization for that call for billing authorization purposes established in this subdivision. Nothing in this subdivision may be construed to change obligations or affect rights under section 325F.692.

(e) This subdivision does not apply to charges for collect calls.

(f) All wireless carriers must provide a means by which customers may restrict access to third-party services.

(g) Nothing in this subdivision restricts the right of a wireless carrier to seek to recover from a third party unauthorized charges credited to the customer by the wireless carrier.

Subd. 5. **Extensions in contract length.** If a customer requests a new good or service in connection with, or a change in a term of, an existing wireless service contract, and the new good, service, or change will result in an extension of the minimum term of the wireless service contract, the wireless carrier must specifically disclose to the customer that the requested change will result in an extension of the minimum term, the length of the extension, and the new minimum term period.

Subd. 6. **Remedies; penalties, enforcement.** A violation of this section is a violation of a law referred to in section 8.31, subdivision 1.

Subd. 7. **Severability.** Each of the provisions of this section, and each application of a provision to particular circumstances, is severable. If a provision or application is found to be contrary to law and unenforceable, it is the intention of the legislature that the remaining provisions and applications of this section remain valid and enforceable to the full extent possible under section 645.20.

Sec. 2. **REPEALER.**

Minnesota Statutes 2006, section 325F.695, is repealed.

Sec. 3. **EFFECTIVE DATE.**

Section 1 is effective August 1, 2007, except that section 1, subdivision 4, is effective 180 days following the date of enactment.