New York City Department of Consumer and Worker Protection

Notice of Adoption

Notice of Adoption to amend rules relating to debt collectors.

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN the Commissioner of the Department of Consumer and Worker Protection by sections 1043 and 2203(f) of the New York City Charter, and sections 20-104(b), 20-493(a) and 20-702 of the New York City Administrative Code, and in accordance with the requirements of section 1043 of the New York City Charter, that the Department amends Title 6 of the Rules of the City of New York.

This rule was proposed and published on April 10, 2025. A public hearing was held on June 10, 2025 and extensive comments were received from various industry representatives and consumer advocates.

Statement of Basis and Purpose of Rule

The Department of Consumer and Worker Protection ("DCWP" or "Department") is amending its rules relating to debt collectors. Specifically, DCWP is clarifying the intent and applicability of recently adopted amendments to these rules.

In November 2022, the Department proposed amendments to its rules related to debt collectors based on changes in federal and New York State laws and to add to existing protections in New York City local laws and rules grounded in the Department's decades-long regulation of debt collectors, as it pertains to New York City consumers. In response to the November 2022 Notice of Proposed Rulemaking, the Department received comments from national and local industry associations, individual debt collection agencies, debt buying companies, debt collection law firms, national consumer advocacy groups, and local legal services organizations. After a public hearing on December 19, 2022, and a review of all the comments, the Department re-noticed the proposed amendments on September 29, 2023 to further address trade practices and consumer protection concerns as they pertain to debt collection from New York City consumers.

In response to the September 2023 Notice of Proposed Rulemaking, the Department received comments from local, state, and national industry trade associations for credit and collection professionals, debt collectors, as well as from national and local consumer advocacy groups and legal services organizations who work closely with community groups and consumers across New York City and State. After reviewing and considering all the comprehensive and thoughtful comments, the Department revised its proposed amendments to the rule to address certain provisions and, on August 12, 2024, published a Notice of Adoption of Final Rule ("August 2024 NOA").

Further Changes to the August 2024 NOA

In November 2024, in response to stakeholder confusion related to the definition of "debt collector," the Department proposed an additional amendment to the rules limited to clarifying that the term "debt collector" continues to apply to original creditors. In response to the November 2024 Notice of Proposed Rulemaking ("November 2024 NOH"), the Department received comments from various stakeholders, including the financial services industry. In addition to addressing the proposed amendments to the definition of debt collector in the November 2024 NOH, these comments also addressed other provisions in the August 2024 NOA. Notably, some

stakeholders from the financial services industry requested further opportunity to comment on substantive provisions in the August 2024 NOA because they had been under the impression that original creditors were exempt from requirements under those rules, and, therefore, they had mistakenly abstained from commenting. The Department held a public hearing on December 12, 2024, and stakeholder testimony was heard and received. The Department did not adopt the November 2024 NOH and instead proceeded with the additional rulemaking described below.

Extensions to the Effective Date of the August 2024 NOA

On November 4, 2024, in response to industry requests for additional time for implementation of updates to be compliant with the August 2024 NOA, the Department published a Notice of Change of Effective Date changing the effective date of the August 2024 NOA from December 1, 2024, to April 1, 2025. The Department allotted additional time for the August 2024 NOA implementation process and engaged in education and outreach, including issuing answers to "frequently asked questions," conducting meetings with the industry and a live presentation to stakeholders, reviewing questions from the industry, and presenting a comprehensive webinar focused on existing obligations under well-established rules and regulations and the changes or new obligations under the amendments to the debt rules. On January 29, 2025, the Department decided to give all stakeholders additional time to further prepare for the implementation of the rules, and the Department published a second Notice of Change of Effective Date changing the effective date of the August 2024 NOA to October 1, 2025.

Thereafter, the effective date was further postponed indefinitely.

April 2025 Notice of Proposed Rulemaking

On April 10, 2025, the Department proposed amendments to clarify the applicability of the rules to original creditors collecting on their debts after initiating debt collection procedures. Additionally, after carefully reviewing all the comments and issues presented throughout rulemaking, the Department also decided to clarify further the obligations of all debt collectors as pertaining to debt collection from New York City consumers (the "April 2025 Proposed Rule").

For the April 2025 Proposed Rule, the Department also welcomed comments from stakeholders on amendments to these rules that were adopted in the August 2024 NOA.

The April 2025 Proposed Rule built on and modified language adopted in August 2024 NOA, even though those rules are not yet in effect. This means that the April 2025 Proposed Rule showed changes, underlined and [bracketed], from the final language in August 2024 NOA, as if those rules were effective. However, as noted below, this final Notice of Adoption of the April 2025 Proposed Rule shows changes, underlined and [bracketed], from the rules that are currently in effect.

The April 2025 amendments in the Proposed Rule:

- Revise the definition of "itemization reference date" to allow the use of the most recent transaction date on accounts that lack a charge-off date;
- Revise the definition of "debt collection procedures" and "debt collector" to clarify that original creditors do not fall within the definition of "debt collector" until after the initiation of "debt collection procedures." Also note that, although the term "debt collector" does not include an officer or employee of the government attempting to collect any debt in the performance of their official duties, it still includes any other person, including any natural person or organization, including a debt collection agency, who is collecting debt owed or asserted to be owed to the government.

- Clarify that provisions related to unconscionable and deceptive trade practices apply only to actions taken after the initiation of debt collection procedures;
- Clarify rules and exceptions related to the prohibition on communicating or attempting to communicate with a consumer with excessive frequency;
- Allow an original creditor to continue to communicate with a consumer electronically where the consumer provided consent for such electronic communication prior to the initiation of debt collection procedures so long as such original creditor informs the consumer in writing of their right to revoke such consent;
- Clarify requirements related to communicating with consumers during work hours;
- Clarify that the required notice to a consumer that a debt collector will be furnishing information to a credit reporting agency is not required to be provided in the form of a validation notice;
- Provide that debt collectors that are subject to the Fair Credit Billing Act that provide an opportunity to dispute debt pursuant to that Act are not subject to the provisions of these rules related to validation of debts;
- Clarify that a notice of time-barred debt must be included in a validation notice if the debt was time-barred at the time of such validation notice, but that a notice of time-barred debt need not be in the form of a validation notice if the debt becomes time-barred after a validation notice was sent; and,
- Clarify requirements related to verification of debts, including requirements related to sending a notice of unverified debt and expanded itemization of debt.

A hearing was held on June 10, 2025. The Department again received a range of comments from industry associations, individual debt collection agencies, debt buying companies, debt collection law firms, financial services stakeholders, national consumer advocacy groups, and local legal services organizations. After carefully reviewing and considering the comments received, the Department made some revisions to the final rule.

Specifically, in response to comments, and as discussed more fully below, the Department made the following changes to this final rule:

- Revised definitions to clarify the applicability of these rules;
- Clarified when the requirements of section 5-77 of the rules apply;
- Changed the communication frequency cap for all debt collectors collecting multiple debts from the same consumer to applying on a per-account basis;
- Streamlined the process for a consumer to consent to electronic communication, and specified that requests to cease electronic communication are specific to that electronic medium;
- Removed the reference to a consumer's working hours in the rule about workplace communications;
- Specified that the consumer reporting agency notice must be sent through one medium used to communicate with the consumer, but not all mediums;
- Removed the reference to "validation period" and clarified the process and rights of a consumer to dispute or request verification of a debt;
- Increased flexibility for consumers and debt collectors to communicate in languages other than English;
- Clarified certain requirements for verifying medical debt;
- Specified that a debt collector is only required to provide the expanded itemization of the debt once; and
- Modified language in the notice of time-barred debt to clarify consumers' rights.

The Department has also incorporated language repealing section 2-191, which was included in the August 2024 NOA, into these final rules. This is to clarify that these final rules incorporate the changes included in all of the recent rulemakings described above.

For the greatest clarity, this final NOA shows all final changes, underlined and [bracketed], from the rules that are *currently* in effect. This will allow all stakeholders to more easily understand how the final rules modify and expand their existing obligations.

Once this final rule is effective, DCWP will withdraw the August 2024 NOA.

For comparison, the Department has also created a version of these rules that shows changes, underlined and [bracketed], from the language in the August 2024 NOA. It is available here: https://www.nyc.gov/assets/dca/downloads/pdf/about/DCWP-Proposed-Rules-Relating-to-Debt-Collectors-Changes.pdf

The Department summarizes and addresses the comments on the April 2025 NOH, and revisions made to the final rules, in more detail below. Additionally, the Department explains the rationale for provisions in the rules that have not been modified since the proposal.

Comments on the Proposed Rules

Recordkeeping Provisions – Section 2-193

Industry representatives raised general concerns about the Department's recordkeeping requirements, arguing that they are impracticable and burdensome. The Department notes that many of these requirements are not new, but rather, debt collection agencies have been required to comply with these provisions since April 2010. Additionally, these amended rules in fact, provide debt collection agencies with more flexibility in certain areas. For example, whereas the existing rules under section 2-193(b)(1) mandate that debt collection agencies keep a log of all calls made to consumers—including the date, time, duration, the number called, and the name of the person reached—the amended rules allow for various formats for submitting records and data to the Department.

The Department has not modified these recordkeeping requirements in the final rules, as they remain central to the agency's oversight and enforcement of the laws and regulations applicable to debt collection agencies in New York City.

Definitions – Section 5-76

"*Consumer"*

An industry commenter suggested that the Department should define "consumer" to mean "New York City consumer," noting that the proposed rule uses the phrase "New York City consumer" throughout. The Department cannot modify the definition of "consumer" in the rule, as it is based on the governing definition in the Administrative Code. In response to this comment, the Department has changed all references to "New York City consumer" to just "consumer" in the final rule. However, the Department notes that in the context of debt collection it has been a longstanding interpretation of the agency that consumer means a person residing within the City of New York.

"Debt collection procedures"

Industry representatives and consumer advocates both expressed concern and confusion over the proposed language in paragraph four of the definition of "debt collection procedures," which set out examples of "debt collection procedures" in the context of an original creditor. To address

this confusion and eliminate redundancy, the Department has removed paragraph four, related to debt collection by original creditors, from the final rules. However, the Department added language to the definition to explicitly reference "original creditors" to ensure a clear understanding that these rules continue to apply to original creditors who attempt to collect debt after any of the events that constitute "debt collection procedures" described in paragraphs one to three of this definition.

"Debt collector"
The Department simplified the definition of "debt collector" by removing the phrase "after the initiation of debt collection procedures," and instead specified that a debt collectors' conduct is governed under section 5-77 once "engage[d] in debt collection procedures."

Advocates sought clarification on the definition of "debt collector," noting that the proposed language could improperly exclude certain types of debt collectors that regularly collect debt until "after the initiation of debt collection procedures." In contrast, industry representatives raised concerns about this definition including original creditors and urged the Department to exclude entities that originated the debt or began servicing the debt when it was not in default. These commenters noted that federal and state laws and regulations exclude original creditors from applicability and suggested that the Department align its definition to those other laws and regulations.

The Department considered these comments and revised the final rules by removing the phrase "after the initiation of debt collection procedures" from the definition of "debt collector." As explained in more detail below, the Department has also removed this same phrase at the start of section 5-77, noting now that all requirements in section 5-77 apply when a debt collector is "*engage[d]* in debt collection procedures." Section 5-77 now provides that any person, including an original creditor, that fits the definition of "debt collector" must comply with the requirements of 5-77 when they are engaged in debt collection procedures.

These edits do not change the intent of the rules but provide clarity. As previously noted, the Department declines to exclude original creditors collecting on their own debts from the definition of "debt collector." Although federal and state regulations exclude these parties, they have long been covered by the Department's rules.[1] Continued applicability of these rules to original creditors helps to protect New York City consumers from unconscionable and unfair trade practices, regardless of whether the debt collector originated the debt. That said, the Department understands the concern of original creditors who suggested the proposed rules were not clear with respect to whether they applied to all consumer accounts, or just those accounts subject to debt collection. Importantly, the Department has always intended for these rules to only apply to debt collection procedures, and not to day-to-day business practices that are unrelated to debt collection. The Department's revisions to these final rules should clarify this issue for all stakeholders.

"Original creditor and originating creditor"
Industry commenters requested that the definition of "original creditor and originating creditor" cover entities that acquire performing accounts before such accounts become subject to debt collection procedures. According to these commenters, these entities have a relationship with the consumer prior to debt collection, and should be treated as original creditors for the purposes

[1] *See* "Rules to Protect New Yorkers Against Harassment by Debt Collectors Go Into Effect," Department of Consumer Affairs Press Release, dated February 27, 1979.

of certain requirements and exemptions in these rules. The Department emphasizes that these entities, like original and originating creditors, are not subject to the requirements of these rules until they are engaged in debt collection procedures. However, like third-party collectors or debt buyers, these entities that did not originate the debt have an obligation to obtain all necessary original account information to verify said debt at the time the relevant account is transferred so that they can provide verification to the consumer once it is requested. Notably, because section 5-77 of these final rules is prospective in its application, these entities will have an opportunity to obtain all required information from the originating creditor to ensure compliance moving forward.

"Itemization reference date"
For accounts that are not revolving or open-end credit accounts, an industry commenter asked that the rule use the "charge off date" rather than the "date of the last payment," where that date is available, as the "itemization reference date." The Department maintains that for these accounts, the "date of the last payment" is beneficial to the consumer, and provides the consumer with a more comprehensive history of the debt. However, the Department notes that the rule only requires the "date of the last payment," where that date is *available* to the debt collector, providing some flexibility to refer to the charge-off date if necessary.

Unconscionable and Deceptive Trade Practices – Section 5-77
The Department has clarified at the start of section 5-77 that these requirements apply once a debt collector is "engage[d] in debt collection procedures."

As mentioned above, consumer advocates expressed concern about the phrase "after the initiation of debt collection procedures" at the start of section 5-77. They noted that this language could be interpreted to exclude some conduct by debt collectors that may be considered *part of* the initiation of debt collection procedures, rather than *after* the initiation. Financial industry commenters expressed concern regarding the applicability of section 5-77 to day-to-day business practices, where a consumer may have multiple accounts at the institution, some of which are not in debt collection.

The Department has always intended to cover the conduct of debt collectors from the moment they begin debt collection procedures. On the other hand, the Department has never intended to cover day-to-day business practices related to consumer accounts that are not subject to debt collection. The Department modified the language in the final rules to make these points clear. Specifically, the Department has removed "after the initiation of debt collection procedures" at the start of section 5-77 and added language to clarify that the prohibitions in this section apply at all times a debt collector is "**engage[d]** in debt collection procedures." (Emphasis added). This clarification responds to advocates' concerns regarding the initial attempt to collect, while also further underscoring the point that the requirements of section 5-77 only apply to activities that are part of debt collection procedures.

Communications in Connection with Debt Collection – Section 5-77(b)
Contact During Unusual Hours
With respect to section 5-77(b)(1)(i), an advocate suggested that the final rule clarify that a consumer may request that a debt collector contact them at an "unusual time," generally, before 8 a.m. or after 9 p.m. The Department notes that the rule already states that a consumer may provide "prior written consent" to allow for any of the communication prohibited by paragraph 1 of this subdivision, so no edits to this subparagraph are necessary.

Communication Frequency

The Department has, in response to industry concerns, modified rule section 5-77(b)(1)(iii) to provide that all debt collectors are permitted up to three communications for each distinct account, not each separate consumer, over a seven-day period. As detailed below, the Department considered the comments on this section and declined to make any further changes.

Several industry commenters addressed the communication caps in this section. Representatives of the financial services industry argued that this requirement applies too broadly to communication with their customers and would hinder customer service. Additional industry commenters argued that there was no need to restrict communications any more than the currently allowed under federal regulations, and requested that the Department exclude attempted communications and electronic communications from the calculations, or increase the numeric value to align with those set out in similar federal regulations. Other industry commenters argued that it was unfair to calculate communications for debt buyers "per consumer," while calculating communications for original creditors and third-party debt collectors with respect to each distinct account held by the same consumer. In contrast, comments from consumer advocates strongly supported amendments that include attempted communications in the calculations, and for calculating communications per consumer, rather than per account. Notably, the Attorney General of the State of New York also commented in support of setting a communications cap of three communications within seven days.

A fact that industry commenters largely seemed to have overlooked is that the communications requirements currently in effect—and which have been in effect for over 45 years in New York City[2]— unequivocally provide that more than two collection communications per week via any medium are considered excessively frequent. Consequently, the status quo for debt collectors pursuing debts from New York City consumers is a maximum of two communications within seven days per consumer, regardless of federal law. In that way, the Department's rules as revised actually *increase* the opportunity for contact for debt collectors.

The Department also emphasizes that, as requested by the industry, these rules now include reasonable carve-outs or exclusions from the calculations for excessive frequency. For instance, allowing a carveout for mailed communications, which will allow debt collectors to appropriately engage with consumers without exceeding the limits set forth in these rules.

Finally, as explained in greater detail below, the Department's final rules calculate communications per account, rather than per consumer, which further increases the permissible communications.

However, the Department maintains that the additional protections in this final rule, which build on its existing rules for communications across all channels, strengthen essential protections for New York City consumers. National studies and consumer complaint trends consistently show a preference for fewer interactions, and indicate that consumers are contacted by debt collectors too frequently. In fact, the Consumer Financial Protection Bureau ("CFPB") itself noted that even after Regulation F and its restrictions became effective, their examiners found instances of harassing calls that— while not exceeding the seven calls within seven days threshold and thus presumed compliant under Regulation F—amounted to harassment because the total amount of contact was so excessive, thereby overcoming the presumption.[3]

[2] *See* "Rules to Protect New Yorkers Against Harassment by Debt Collectors Go Into Effect," Department of Consumer Affairs Press Release, dated February 27, 1979.
[3] CFPB Supervisory Highlights, Issue 34 (Summer, 2024), pp. 9-10, available at

The Department's position that consumers continue to feel harassed by aggressive outreach tactics used by debt collectors, even after the implementation of Regulation F, is based on evidence that frequent phone calls and communication attempts remain a problem for New York City consumers. Despite the limit in the Department's currently effective rules of two communications across all mediums in seven days in NYC, and the existence of the telephone communication cap at the federal level,[4] data from the CFPB complaint portal from December 2021 to November 2025 shows that over 600 complaints have been filed by New York City consumers regarding aggressive and excessive communication tactics since Regulation F was implemented.[5]

Table 1: Complaints from NYC Consumers to CFPB Regarding Excessive Communication and Harassment [6]

Time Period	Number of Complaints
December 1, 2021 - November 30, 2022	85
December 1, 2022 - November 30, 2023	90
December 1, 2023 - November 30, 2024	189
December 1, 2024 - November 30, 2025	289
Total	**653**

As shown in Table 1, complaints from New York City consumers to the CFPB about this issue have *increased* each year since 2021. In fact, the CFPB received more than three times the number of complaints about this issue during the 12-month period beginning December 1, 2024, compared to the 12-month period beginning December 1, 2021. This significant upward trend indicates that debt collectors continue to engage in aggressive communication tactics that harm a growing number of consumers. Additionally, New York City consumers have continued to

https://www.consumerfinance.gov/data-research/research-reports/supervisory-highlights-issue-34-summer-2024/, last accessed 12/17/25.

[4] 12 C.F.R § 1006.14(b).

[5] Some commenters suggested that federal regulations were sufficient while still acknowledging that there were hundreds of CFPB complaints about excessive communication by debt collectors in New York State– one commenter flagged 570, another 894 -- during a roughly three-year period after Regulation F took effect.. Notably, the Department's search from December 2021 to November 2025 yielded over 1,400 complaints across New York State about this issue, significantly more than the commenters identified. The commenters appear to have searched the issue more narrowly and covered a shorter period of time. As in New York City, this New York State data shows a significant upward trend in these complaints which underscores the need for additional consumer protections around debt collectors' communication tactics.

[6] *See* Consumer Financial Protection Bureau, Consumer Complaint Database, available at https://www.consumerfinance.gov/data-research/consumer-complaints/. The Department searched all complaints about "debt collection" that involved "communication tactics" and "electronic communications" in New York State from December 1, 2021 to November 30, 2025. The Department then filtered these complaints to New York City zip codes.

complain to the Department about feeling harassed by debt collectors.[7] Data from consumer advocates similarly indicates recent increases in debt collector communications via emails and text messages to consumers.[8]

To protect all consumers, the Department has decided to adopt and uphold a communication frequency framework that imposes restrictions that go beyond the existing limitations set forth in federal regulation and afford greater consumer protection as is explicitly permitted by Regulation F.[9] Moreover, as communication increasingly shifts from telephone to electronic methods, protections meant to safeguard consumers against debt collectors who repeatedly contact or attempt to contact consumers necessarily must continue to apply to electronic communications and attempted communications or such protections would be ineffective.

Finally, these rules provide reasonable exclusions from the excessive frequency calculations, including for mailed communications. But, these changes will not impact consumers who opt to receive more communications, emphasizing consumers' preferences to resolve debts on their own terms.

With respect to concerns raised by original creditors, including financial institutions, regarding their ability to communicate with consumers as part of regular business operations and account management, the Department emphasizes that these communication provisions are only triggered once an entity is engaged in debt collection procedures, and specifically relate to collection communications. Therefore, the frequency of collection communications will not impact regular customer service interactions that are part of general account administration prior to debt collection procedures.

In response to concerns regarding calculating communications "per account" versus "per consumer", the Department has revised the final rules to provide clarity and consistency for all categories of debt collectors. The Department revised the final rules to now allow all debt collectors, irrespective of whether they are a debt buyer, original creditor, or third-party debt collector, up to three communications for each distinct account in a seven-day period. Although comments from consumer advocates supported a "per consumer" calculation, the Department believes this change in the final rule will allow both debt collectors and consumers to better understand and manage communications with respect to specific, separate accounts.

Third-Party Communications

Representatives of a trade association of estate debt collectors suggested adding language to allow debt collectors to communicate with personal representatives of an estate, pursuant to section 5-77(b)(2), while also adding personal representatives of an estate to those "consumer[s]" protected under section 5-77(b)(1). Although these provisions were not revised as part of recent changes to these debt collection rules, the Department considered this suggested revision. The Department declines to add a person who is authorized to act on behalf on an estate to the current definition of "consumer" in section 5-77(b)(1). "Consumer," as defined in this paragraph, currently

[7] From December 1, 2021 to December 11, 2025, the Department received 1,063 complaints from consumers in New York City about debt collectors. Over 20% of those complaints are consumers complaining about harassment by debt collectors.

[8] April Kuehnhoff and Yaniv Ron-El, "Evaluating Regulation F: A Six-Month Check-Up on New Federal Debt Collection Regulations," National Consumer Law Center (November 2022), available at https://www.nclc.org/resources/evaluating-regulation-f/, last accessed 12/17/25; *see also* Comments from Attorney Generals, Proposed Rule Concerning Debt Collection Practices (Regulation F) (Docket No. CFPB-2019-0022) (September 18, 2019).

[9] 12 C.F.R. § 1006.104.

includes the consumer's "executor" or "administrator." In contrast to the ambiguous term "personal representative of an estate," "executor" and "administrator" are clear descriptions of legal status that describe the parties that the Department intends to capture. Moreover, the Department leaves section 5-77(b)(2), which intentionally limits individuals that debt collectors may contact, as is. To the extent that debt collectors must communicate with a third party other than an "executor" or "administrator" regarding an estate debt, the rules permit such communications with the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a post-judgment judicial remedy.

Cease and Desist Requests
Industry commenters expressed concerns about the ability of a consumer to orally request that a debt collector cease communications, under section 5-77(b)(4), without realizing the consequences. According to these commenters, by permitting this more informal "cease and desist" for consumers, the rule will actually prevent consumers and debt collectors from reaching a resolution on the debt, leading instead to unnecessary escalation, including litigation.

The Department maintains its policy position that easing the burden on consumers who prefer to immediately ask a debt collector to stop further contact aligns with other important consumer safeguard provisions that give consumers the preference and control over how and when they would like to communicate, if at all, about an alleged debt. Notably, pursuant to this paragraph, after a consumer's oral request to "cease and desist," a debt collector is still permitted to communicate with such consumer in writing, including by electronic means, to notify the consumer that the debt collector is invoking a specific remedy if they have not previously provided such notice to the consumer. In addition, the debt collector is permitted to respond to each subsequent communication from the consumer. As such, commenters' concerns about debt collectors being forced to escalate to litigation following the "cease and desist" request is misplaced, as the debt collector is not barred from notifying the consumer of its intent to escalate to litigation, or from responding to a consumer who wishes to continue communication.

Electronic Communications
In response to comments on this rule section, the Department has removed the requirement that a debt collector obtain a consumer's oral consent prior to sending an electronic message. Instead, the rules provide the consumer revocable consent to use electronic communications. The rules also remove some duplicative language applicable to original creditors, and clarify that "stop" to end electronic communications is applicable to that one form of communication.

Industry commenters objected to the limits on electronic communications in section 5-77(b)(5), claiming that consumers generally prefer this form of communication. These commenters argued that the Department's two-step requirement to obtain consent for electronic communication is unnecessarily burdensome. They also noted that requirements for original creditors to include a specific message regarding revocable consent for electronic communications in section 5-77(b)(5)(i)(B) was duplicative of this same requirement for all debt collectors in section 5-77(b)(5)(v). Additionally, these commenters sought clarity about the provision of the rule allowing consumers to reply "stop" to an electronic communication, and which channels of communication that request should impact.

While the Department recognizes that some, even many, consumers may indeed prefer electronic communication, the goal of this provision is to ensure that every New York City consumer has the option to choose their preferred way to communicate. Some consumers, especially those with lower incomes, may have trouble accessing the internet, may not have access to "smart phones", and may not be able to afford to pay for cellular service that includes text or email access on their

phones. [10] Others, like older adults, might prefer to review documents in print rather than on a screen. In these rules, the Department found a balance that continues to protect these consumers, while acknowledging the realities of technological advancements by allowing consumers to choose electronic communication if that's what they prefer. Additionally, this provision aligns with New York State's requirement, in effect for over a decade, that consumers must provide revocable written consent to opt in to electronic collection communications.

Nonetheless, the Department has made some additional changes to the final rule to address some of the commenters' concerns. First, the Department has removed the requirement that a debt collector obtain a consumer's oral consent prior to sending an electronic message regarding revocable consent to use electronic communications. Rather, a debt collector may send an electronic message seeking such revocable consent to use electronic communication, and only for this purpose, directly to the consumer. This will streamline the process and allow consumers to easily opt in to electronic communications, if that is their preference, while still protecting those consumers who prefer to receive communication by mail. *Note that one contact by electronic means for the purpose of obtaining consent is excluded from the calculation for excessive frequency*. Second, the Department has removed the duplicative language flagged by commenters regarding original creditors and revocable consent, set forth in section 5-77(b)(5)(i)(B). Finally, with respect to the use of "stop" to end electronic communication under section 5-77(b)(5)(v), the Department has clarified that this request to stop communication relates to the specific medium through which the consumer communicated such request.

Workplace Communications
Industry commenters expressed concern and confusion over proposed language limiting communications during a consumer's working hours under section 5-77(b)(6), and suggested the Department adopt language used in the August 2024 NOA. To alleviate this confusion, the Department has removed language referencing a consumer's work hours from the final rule, conforming it to the August 2024 NOA. Importantly, the final rule continues to prohibit a debt collector from contacting a consumer using what the debt collector knows (or reasonably should know) is a work email or phone number.

<u>Unfair and Unconscionable Practices – Section 5-77(e)</u>
Notice Before Consumer Reporting
The Department has added an exemption to this rule section for debt collectors that are required to comply with section 623(a)(7) of the Fair Credit Reporting Act. The Department has also clarified that the notice required before consumer reporting only needs to be sent in one medium of communication, not *all* mediums of communication, that have been used to collect the debt.

Industry commenters expressed concerns regarding the notice a debt collector must send to a consumer before it furnishes negative information about a debt to a consumer reporting agency, and with the mandated waiting period to ensure deliverability of such notice to the consumer. These commenters argued that original creditors, including financial institutions governed by the Fair Credit Reporting Act, report to consumer reporting agencies throughout the life of an account, so requiring a notice that a debt will be reported to a consumer reporting agency would be

[10] *See, e.g.*, Karen Yi, "It's 2025, but a quarter of Bronx families don't have broadband internet at home," Gothamist (Aug. 18, 2025), available at https://gothamist.com/news/its-2025-but-a-quarter-of-bronx-families-dont-have-broadband-internet-at-home, last accessed 12/17/25; Woodstock Institute, Comments on Docket No. FCPB-2019-202 (July 18, 2019).

misleading to a consumer where such account was previously reported to the consumer reporting agency.

In response to these comments, the Department has added an exemption to this rule section for debt collectors that are required to comply with section 623(a)(7) of the Fair Credit Reporting Act (15 U.S.C. § 1681s-2(a)(7)).

The Department emphasizes that this disclosure notice, *which is now separate from the validation notice*, is *only* required to be sent when the debt collector intends to furnish negative information about a debt to a consumer reporting agency when engaged in debt collection procedures. This notice is important because of the potentially significant consumer credit implications of reporting adverse account information to a consumer reporting agency once an account is in debt collection. The 14-day waiting period after the disclosure notice aligns with Regulation F and guidance from the Consumer Financial Protection Bureau, which views 14 days as a reasonable pause before furnishing negative information about a debt in collection.[11]

In response to commenter confusion regarding the medium by which this notice must be sent, the Department made a minor change to the final rule to clarify that such notice must be provided to the consumer in "at least one medium of communication used to collect the debt." Debt collectors are not required to provide this notice in all mediums that may have been used to collect the debt.

Finally, some commenters suggested that this notice should inform consumers that the debt "may be" reported to a credit reporting agency, rather than "will be." The Department declines to make this change, and notes that the requirements of this section are only triggered when the debt collector will, in fact, report the debt to a credit reporting agency (and no longer required at the point of validation notice mailing).

Validation Notice and Verification of Debts – Section 5-77(f)

In this rule section, the Department made some minor changes, removing the reference to a "validation period" and clarifying certain consumer rights.

Industry commenters broadly questioned the purpose of the validation notice and verification process, and whether these requirements are redundant of federal and state laws and regulations. Commenters from financial services institutions further argued that consumers may have multiple accounts and an ongoing channel of communication with these institutions, thereby making the validation notice requirements unnecessary, unduly burdensome and confusing. While industry commenters appreciated the exemption from these requirements for debt collectors that are subject to, and comply with, the Fair Credit Billing Act (FCBA), they argued debt collectors subject to other federal laws, including the Real Estate Settlement Procedures Act (RESPA), should be similarly exempt.

Building on decades of experience in consumer protection, the Department remains dedicated to ensuring that New York City consumers receive essential information about alleged debts at the onset of the debt collection process. When debt collectors begin collection efforts, they must clearly inform consumers about the details of the alleged debt, their rights, and options such as disputing the debt's accuracy. The disclosures required in the validation notice are intended to provide consumers with immediate and important specific information about the debt itself and the enhanced protections consumers are offered by New York City laws and rules. This

[11] 12 CFR § 1006.30**,** "Official Interpretation of 30(a)(1) in general," available at https://www.consumerfinance.gov/rules-policy/regulations/1006/30, last accessed 12/17/25.

empowers consumers to make informed decisions on how to respond to debt collectors, and of their rights. In addition to informing and empowering consumers, these requirements are critical to ensuring entities acting in bad faith do not attempt to collect on debts that may have already been paid or may not be owed at all.

The Department considered whether to expand the exemption from these validation and verification requirements to debt collectors that are subject to dispute requirements of other laws, and determined that such an expansion is not warranted, and would be detrimental to consumers. First, the Department notes that these rules already exempt debt collectors that are subject to, and comply with, the FCBA and its implementing regulations, from this section of the rules. The FCBA amended the Truth in Lending Act (TILA) at 15 U.S.C. §1666. Regulation Z is the implementing regulation for those laws. As such, it is not necessary to reference TILA and Regulation Z in these rules as they are already covered by the exemption language that refers to "15 U.S.C. § 1666 and regulations promulgated thereunder." Second, the Fair Credit Reporting Act is irrelevant here as the dispute provisions in that law allow a consumer to dispute the accuracy of information on a credit report with a credit reporting agency. While these provisions may provide some protection with respect to a credit report, they do not provide the consumer with any protection with respect to continued attempts by a debt collector to collect an unverified debt. Although commenters correctly point out that RESPA includes dispute provisions, making it similar to the FCBA in that respect, they neglect to highlight important distinctions. Most notably, under the FCBA, during a dispute, a creditor cannot collect on the disputed amount, furnish an adverse report to a consumer reporting agency, accelerate any part of the consumer's indebtedness, or close their account solely because of the consumer's failure to pay the disputed amount.[12] Moreover, if a creditor fails to comply, they may forfeit their right to collect a portion of the debt up to the limit prescribed by the FCBA.[13] While RESPA also prohibits furnishing an adverse report to a consumer reporting agency during a dispute, it explicitly allows a creditor to pursue other legal remedies, including initiating foreclosure or proceeding with a foreclosure sale during a dispute.[14] Given the complicated nature of home loans, and the implications of default, the Department has determined that debt collectors subject to RESPA should not be exempt from the validation and verification requirements of these rules.

The Department notes that the validation notice and verification requirements only apply to financial institutions and original creditors engaged in debt collection procedures, which is specifically defined in the rule. As such, these requirements are distinct from the regular consumer interactions of a banking institution, and are only triggered when a financial institution is pursuing a debt as a debt collector.

Additionally, industry commenters expressed confusion about the validation notice with respect to the use of the term "validation period" and the prohibition against overshadowing.[15] To address this confusion and clarify the Department's intent, the Department has removed the reference to a 30-day "validation period" from the final rules and made additional revisions to ensure clarity with respect to consumer rights. In contrast to requirements set forth in federal laws and regulations, these final rules require a debt collector to accept a dispute or request for verification from a consumer at any time during the collection process. Since a consumer may dispute a debt

[12] 12 CFR § 1026.13(d).
[13] *See id and* 15 USC §1666.
[14] 12 CFR § 1024.35(i).
[15] Overshadowing is a term from the FDCPA (see section 809) and Reg. F (see § 1006.38(b)) meaning any collection activities or representations that could confuse a consumer and/or appear to contradict the consumer's right to dispute and verify the debt.

at any time a debt collector is engaged in debt collection, a debt collector is always prohibited from engaging in any collection activities or communications that overshadow or are inconsistent with the disclosure of the consumer's rights.

Validation Notice Requirements
Some industry commenters objected to the requirement in 5-77(f)(1) that the validation notice include information for a "natural person" who may be contacted by the consumer to discuss the notice or the account, suggesting that this is not feasible or realistic, and could raise privacy concerns. Building on the requirements in section 20-493.1(a) of the Administrative Code and section 2-194 of the existing rules for licensed debt collectors, the Department revised this requirement in the final rules for all debt collectors, and the Department added more detail to allow a designated representative to take such call if the contact person listed on the validation notice is not available.

Additional commenters expressed concern with section 5-77(f)(2), which requires debt collectors to send the validation notice as an email attachment when a copy of such validation notice is sent by electronic means. These comments suggested that consumers may avoid email attachments due to concerns about malware or spam. The Department notes that such email attachment is intended to serve as a copy of the validation notice; including it in the body of an email would not constitute a copy. Moreover, the debt collector must always provide a written validation notice to a consumer by mail or other delivery service, allaying any concern that a consumer would not have access to an email attachment. For this reason, the Department has not changed this requirement in the final rule.

Industry commenters also argued that section 5-77(f)(3) regarding notices in languages other than English is too burdensome and could hinder language access because of the requirement to offer all communications and notices in a non-English language once a consumer elects to use that language. Upon further review and consideration, the Department has modified the rule to provide that a consumer may elect to use a different language offered by the debt collector, including English, at any point. This change will ensure greater flexibility for consumer and debt collectors' communication.

Disputes and Verification of Debt
Industry commenters argued that the Department should not prohibit collection activities where a debt collector, other than an original creditor, is unable to verify the debt within the required timeframe. Specifically, they argued this provision is unnecessarily harsh, and suggested the Department allow such debt collectors to resume collection activities if they subsequently provide verification, regardless of whether they do so within the required timeframe. In contrast, comments from consumer advocates strongly support this provision, and suggested the Department further amend the rules to give consumers a private right of action.

The Department again stresses the importance of providing verification of debt to consumers, and preventing debt collectors from pursuing collection on debts they cannot verify. This provision protects consumers by creating an enforceable timeline by which debt collectors must verify a debt or cease collection activity. It provides the consumer with a foreseeable timeframe within which to expect additional information, and if none is provided, then the consumer receives clear written confirmation that that particular debt collector was unable to timely verify the disputed debt.

Significantly to the Department, this measure also protects consumers by creating a strong incentive for debt collectors to take reasonable care when determining whether to buy or service a debt. Such debt collectors can ensure they do not lose the ability to collect on a debt by obtaining

verification documentation, or assurances that such documentation is available, from the entity they are purchasing from or collecting for, through regular due diligence. Although the Department believes that debt collectors should already be taking care to ensure they are only attempting to collect on verifiable debt, the Department has ensured that the rules include language that makes this provision forward looking only, excluding debt purchased before the effective date and accounts for which a validation notice was sent before the effective date. This will allow all debt collectors the time necessary to modify their practices to ensure that they are able to obtain verification of debts within the required timeframes. Finally, the Department notes that these rules require debt collectors to cease collection activity if they are unable to verify the debt within the required timeframe. They do not prohibit another debt collector, or the original creditor, from attempting to collect the debt, if they provide the required verification to the consumer.

The Department does not have the authority to adopt rules creating a private right of action for consumers.

Industry commenters proposed revising the provision in section 5-77(f)(7) which states that a default judgment alone is insufficient documentation to verify the alleged debt when a consumer has challenged the validity of such debt. According to these commenters, requiring a debt collector to provide records to verify the debt, including records from the originating creditor, could be too difficult, and some commenters even claim that this rule could undermine the authority of the courts where a default judgment has been issued in connection with such debt.

The Department maintains its position that a default judgment by itself is insufficient to verify the underlying debt after a dispute or verification request is lodged by the consumer. The practice of high-volume summonses being filed against debtors to obtain default judgment without providing those consumer debtors notice or opportunity to appear has been documented as a critical issue harming consumers for years both within New York City and across the nation.[16] "Consumer debt litigation presents a crisis for individuals and for state courts across the country. At the individual level, millions of economically struggling Americans are sued annually by creditors and debt buyers. In an overwhelming number of these lawsuits, estimated at more than 70% in many jurisdictions, those sued do not respond to or defend the suits, sometimes forgoing valid defenses. As a result, courts routinely enter default judgments against them—which means issuing a judgment without reviewing the merit of the claims—subjecting the individuals to crippling fees and interest, onerous payment plans, wage and bank account garnishment, potential imprisonment, and other destabilizing harms. Sometimes people learn they have been sued only when their wages or assets have been seized."[17]

As a City agency charged with providing economic opportunity to New York City residents, the Department recognizes the widespread practice of debt collectors obtaining default judgments as a particularly pernicious challenge for consumers. As the Second Circuit just recently wrote in September 2025, "Debt-collection actions are one of the most common lawsuits in New York, accounting for approximately one-quarter of all suits filed in state court. However, in seventy to

[16] *See* Pamela K. Bookman, "Default Procedures," University of Pennsylvania Law Review (April 2025); Ruth Rosethal and Lester Bird, "How Too Many State Policies Fail Americans Sued for Debt," available at https://www.pewtrusts.org/en/research-and-analysis/articles/2024/12/19/how-too-many-state-policies-fail-americans-sued-for-debt#, last accessed 12/17/25; National Consumer Law Center, "No Fresh Start 2023: Will States Let Debt Collectors Push Families into Poverty as Economic Uncertainty Looms?" (December 2023), available at https://www.nclc.org/wp-content/uploads/2023/12/2023_Report_No-Fresh-Start-2.pdf, last accessed 12/17/25.

[17] The Consumer Debt Litigation Index, National Center for Access to Justice (March 4, 2024), available at https://ncaj.org/state-rankings/consumer-debt, last accessed 12/30/25.

ninety percent of such cases, the defendant fails to appear, resulting in a default judgment. This is a problem because many of these debt-collection actions are 'clearly meritless'; the defendants do not actually owe the amount claimed or, in some cases, do not owe money at all."[18] The Second Circuit went on to describe the severe consequences such judgments can have for New Yorkers, including wage garnishment, eviction, and impact to credit access. All of these harms are squarely of concern to the Department, who wishes to disincentivize this practice by debt collectors.

The New York State Legislature recognized this problem when it passed the Consumer Credit Fairness Act ("CCFA") in 2021, amending the CPLR to ensure that additional protections were implemented in New York, including the requirement to support any motion for a default judgment in a collection action arising out of a consumer credit transaction by a plaintiff who is not the original creditor with sufficient originating documentation and sworn affidavits as to ownership of the debt.[19] However, because the CCFA does not capture all types of debt governed by these rules – for example, debt from before 2021, from other states, or debt that is not from a "consumer credit transaction" as defined in the law[20] – the Department maintains that default judgments cannot be used to verify the underlying debt.

The Department further notes that licensed debt collection agencies are already required to provide original account-level documentation to consumers under existing provisions of the New York City Administrative Code and section 2-190(a) of the rules,[21] with no exception for default judgments.

Finally, these rules do not prevent judicial enforcement of default judgments in debt cases. Rather, for the reasons noted above, the rules do not allow debt collectors to rely on a default judgment alone to verify the underlying debt in response to a consumer dispute or verification request.

Disputes, Verification and Reporting of Medical Debt
The Department has modified this rule section to clarify that a debt collector dealing with medical debt across multiple consumer accounts does not need to verify a related account that the consumer clarifies, in writing, that they are not disputing, or one that the consumer has already paid or settled. The Department has also reduced the period that a debt collector must verify related accounts for an ongoing health treatment from six months to three months.

A commenter, representing a healthcare provider, questioned the requirement under section 5-77(f)(10) to treat all related accounts from a single episode of care as disputed, once a consumer disputes or requests verification of a medical debt. According to this commenter, such a requirement could be difficult to implement in a hospital system that generates bills from different providers across multiple accounts for the same episode of care. The commenter proposed

[18] *Upsolve, Inc. v. James*, 2025 WL 2598725, at *1 (2d Cir. Sept. 9, 2025).
[19] CPLR § 3215; *see also,* New York State Attorney General, "Attorney General James Warns Debt Collectors of New State Regulations Banning Lawsuits on Old Debts" (March 29, 2022), available at https://ag.ny.gov/press-release/2022/attorney-general-james-warns-debt-collectors-new-state-regulations-banning#:~:text=March%2029%2C%202022&text=NEW%20YORK%20%E2%80%93%20New%20York%20Attorney,suing%20consumers%20for%20old%20debts, last accessed 12/17/25.
[20] *Id*.; 22 NYCRR § 208.14-a(a)(1).
[21] To clarify, all debt collectors, including licensees, must adhere to the detailed verification requirements now set out in rule section 5-77, which encompass and satisfy the current general requirement in the Code and rule section 2-190 to provide original account-level documentation.

making the consumer individually dispute each of the related accounts, alleging that this will avoid unnecessary delays in payment on bills that are not in dispute.

Another industry commenter suggested a different definition of medical debt. The Department, however, maintains the current definition as it is modeled on the definition in New York State law.[22]

Advocates requested broadening rule language that requires a debt collector to provide documents that are "readily available" to verify the medical debt. The Department notes that this "readily available" language is reasonable and is included to provide some flexibility for a debt collector who may not have access to certain records. Advocates also suggested that a medical debt collector working on behalf of a financial institution should not be exempt from the requirement to provide the financial assistance policy of the hospital or medical entity. However, the Department has not changed this exception in the final rule, since the requirement to provide the financial assistance policy logically applies to the debt collector working on behalf of the hospital or covered medical entity, because such hospital or covered medical entity directly administers such policy.

With respect to providing information for all related accounts, the purpose of this requirement is to make it easier for consumers to understand and dispute debts arising from medical bills, which can be uniquely complex, confusing, and challenging to navigate. These protections are especially important for uninsured consumers, who face high and often unexpected costs.[23] As such, the rule ensures that if a consumer disputes or requests verification for alleged medical debt, a debt collector must provide the consumer a complete picture of the bills, accounts, and debts associated with a hospitalization or related treatments for a health condition.

The Department has made some additional changes to the rule to clarify and simplify elements of this medical debt verification process. The final rule provides that, upon a consumer's dispute of a medical debt, a debt collector must also verify all related accounts, meaning all accounts associated with one discrete hospitalization or related treatments for one health condition from affiliated medical providers. However, in response to commenter concerns about the burden of verifying all related accounts, the Department has clarified that the debt collector does not need to verify a related account that the consumer says is not disputed, in writing, or that the consumer has paid. Additionally, the Department has limited the period of time that a debt collector must verify related accounts for an ongoing health treatment from six months to three months, thereby reducing the breadth of account information that a debt collector must obtain for verification.

Expanded Itemization of the Debt

An industry commenter argued that the requirement in section 5-77(f)(11) to cease collection activities pending the provision of the expanded itemization of debt could allow a consumer to continually delay collection on the debt. The final rule clarifies that a debt collector is only required to provide the expanded itemization of the debt once, and that the debt collector is in compliance if they have sent the expanded itemization to the consumer at any point after sending the validation notice. However, if the consumer disputes the accuracy of the initial itemization sent with the validation notice, the debt collector must send an additional copy of the same expanded itemization to the consumer once within 30 days of receiving such a dispute.

[22] N.Y. Pub. Health Law § 4925.

[23]Consumer Financial Protection Bureau, "Medical Debt Burden in the United States," (February 2022) available at https://www.consumerfinance.gov/data-research/research-reports/medical-debt-burden-in-the-united-states/, last accessed 12/17/25.

Time-Barred Debts – Section 5-77(i)

The Department has made changes to the notice of time-barred debt to clarify consumers' rights.

Industry commenters raised concerns about the notice of time-barred debt, suggesting that requirements to continue sending this notice in subsequent communications could be burdensome and confusing to consumers. Industry representatives also requested that the notice include a required warning about time-barred debt being reported to consumer reporting agencies. Since the purpose of the notice is to explain time-barred debt as it relates to litigation, as well as a consumer's related rights and protections, language about possible credit reporting is not relevant, and could in fact undermine the intent of the notice. The Department also maintains the importance of continued inclusion of language clearly notifying consumers that a debt is time-barred, and that it is illegal to sue on such debt in all communications.

With respect to the specific text in the notice, some industry commenters took issue with language in the notice indicating that the debt has expired. Advocates suggested additional language to clarify consumers' rights in the notice of time-barred debt. In response, the Department has made minor edits to the required language, removing language indicating that a court will not enforce collection on a time-barred debt and specifying that the time to sue on the debt has expired.

Additionally, the Department added language, modeled on a prior version of the rules applicable to debt collectors, noting that if a consumer makes a payment on the debt, such payment may restart the clock on the statute of limitations and reinstate the creditor's right to sue on the debt. While debts arising from consumer credit transactions cannot be revived by payment, pursuant to recent changes to section 214-i of the New York Civil Practice Law and Rules ("CPLR"), consumers should be made aware that debts that do not arise from such consumer credit transactions may be revived. The Department acknowledges that in a prior rulemaking, industry representatives urged removal of comparable language in former section 2-191 following these CPLR amendments. However, because certain types of debt are excluded from the definition of "consumer credit transactions", for example certain medical expenses, rental arrears, student loans, auto loans or retail installment contracts, the Department maintains that this distinction is important. The Department notes that while a consumer advocate suggested two distinct disclosures, one for those debts that may be revived and one for those that cannot be, the Department elected to require one standard notice with broadly worded language that applies to all types of debt. One notice will be simpler to implement and ensure that consumers are warned that paying the debt *may* restart the statute of limitations, without relying on the debt collector to include the correct disclosure. The notice also refers consumers to consult an attorney, which will allow them to clarify the status of their particular debt.

The Department declines to adopt advocates' additional suggestions prohibiting the collection of time-barred debt, because that is beyond the scope of this rulemaking.

Applicability of the Final Rules

Finally, the Department notes that the requirements of section 5-77(f)(6), (7), and (8), only apply to accounts for which a validation notice is required to be sent on or after September 1, 2026, the effective date of this rule, excluding accounts that are purchased before September 1, 2026.

This means that all other accounts, those for which a validation notice is *not* required to be sent on or after September 1, 2026, and accounts purchased before the effective date, are subject to the Department's rules that are in effect up to the date these rules become effective on September 1, 2026.

The effective date of the amendments is September 1, 2026.

Sections 1043 and 2203(f) of the New York City Charter, and Sections 20-104(b), 20-493(a), and 20-702 of the New York City Administrative Code authorize the Department to make these amendments.

New material is underlined.
[Deleted material is in brackets.]

"Shall" and "must" denote mandatory requirements and may be used interchangeably in the rules of the Department, unless otherwise specified or unless the context clearly indicates otherwise.

Section 1. Section 2-191 of subchapter S of chapter 2 of Title 6 of the Rules of the City of New York, relating to Disclosure of Consumer's Legal Rights Regarding the Effect of the Statute of Limitations on Debt Payment, is REPEALED in its entirety.

Section 2. Section 2-193 of subchapter S of chapter 2 of Title 6 of the Rules of the City of New York is amended to read as follows:

§ 2-193. Records to be Maintained by Debt Collection Agency

(a) Unless otherwise prohibited by federal, state or local law, a debt collection agency [shall] must maintain a separate file for each debt that the debt collection agency attempts to collect from each consumer, in a manner that is searchable or retrievable by the name, address and [ZIP] zip code of the consumer, and by the creditor who originated the debt the agency is seeking to collect. The debt collection agency [shall] must maintain in each debt file the following records to document its collection activities with respect to each consumer:

(1) A copy of all communications and attempted communications with the consumer.

(2) A record of each payment received from the consumer that states the date of receipt, the method of payment and the debt to which the payment was applied.

(3) A copy of the debt payment schedule and/or settlement agreement reached with the consumer to pay the debt.

(4) With regard to any debt that the debt collection agency has purchased, a record of the name and address of the entity from which the debt collection agency purchased the debt, the date of the purchase and the amount of the debt at the time of such purchase.

(5) Any other records that are evidence of compliance or noncompliance with subchapter 30 of chapter 2 of title 20 of the Administrative Code and any rule promulgated thereunder, and of part 6 of subchapter A of chapter 5 of title 6 of the Rules of the City of New York.

(6) A monthly log, account notes or record sufficient to identify the total number of all communications and attempted communications by any medium between a debt collection agency and a consumer in connection with the collection of a debt. For each communication and attempted communication with the consumer, the log, account notes or record must identify in a manner that is searchable and easily identifiable, the following:

(i) the date, and the time and duration (if applicable) of the communication or attempted communication;

(ii) the medium of communication or attempted communication;

(iii) the names and contact information of the persons involved in the communication; and

(iv) a contemporaneous summary in plain language of the communication or attempted communication. For purposes of this subdivision, contemporaneous means a reasonably proximate time from when the communication occurred or close in time to the occurrence.

(b) A debt collection agency [shall] must maintain the following records, which must be easily identifiable and be made available to the Department upon notice and request, to document its collection activities with respect to all consumers from whom it seeks to collect a debt:

(1) [A monthly log of all calls made to consumers, listing the date, time and duration of each call, the number called and the name of the person reached during the call.] Monthly logs, account notes, or other records of consumer complaints, disputes and requests to cease further communication, which may be combined into one document or record, or may be kept in a form and format designated by the Commissioner on the Department's website. Such records must include:

(i) all complaints filed by consumers against the debt collection agency that were sent to the debt collection agency, including those filed with the agency directly or with any not-for-profit entity or governmental agency, identifying for each complaint the date, the consumer's name and account information, the source of the complaint, a summary of the consumer's complaint, the debt collection agency's response to the complaint, if any, and the current status of the complaint;

(ii) all disputes or requests for verification of a debt made by consumers, identifying each consumer's name and account information, the date of the dispute or request for verification, and the date and type of response, if any, sent by the debt collection agency; and

(iii) all requests to cease further communication made by consumers, identifying the consumer's name and account information, the date of the request, and the date and purpose of any further contacts by the debt collection agency after receipt of the request from the consumer.

(2) Recordings of [complete conversations] all oral communications, including limited content messages, with all consumers or with a randomly selected sample of at least 5% of all [calls] such oral communications made or received by the debt collection agency or a third party on its behalf [and a copy of contemporaneous notes of all conversations with consumers]. The method used for randomly selecting the recorded [calls shall] oral communications must be [included in the file where the tape recordings are] maintained by the debt collection agency, and a record in each consumer's account must identify the oral communication by date and time recorded, and any third party assigned to handle such oral communication. If a debt collection agency elects to record a randomly selected sample of at least 5% of all oral communications made or received by the debt collection agency, it must maintain a record of the total number of oral communications made or received monthly and the total number of such recorded oral communications. If the debt collection agency owns or has the right to collect on a debt before it refers such a debt to a third

party to handle collections oral communications with consumers, the debt collection agency must ensure that:

(i) The third party complies with this section and the licensing rules and laws pertaining to debt collection in the City of New York; and

(ii) The third-party audio recordings and records are available upon request by the Department to the debt collection agency.

(3) A record of all cases filed in court to collect a debt. Such record [shall] must include, for each case filed, the name of the consumer, the identity of the originating creditor, the amount claimed to be due, the [civil court] index number and the court and county where the case is filed, the date the case was filed, the name of the process server who served process on the consumer, the date, location and method of service of process, the affidavit of service that was filed and the disposition for each case filed, including whether a judgment was rendered on default or on the merits of the action. Such record [shall] must be filed in a manner that is searchable or retrievable by the name, address and [ZIP] zip code of the consumer and the creditors who originated the debts that the debt collection agency is seeking to collect.

(4) The original copy of each contract with a process server for the service of process, and copies of all documents involving traverse hearings relating to cases filed by or on behalf of the debt collection agency. Such records should be filed in a manner that is searchable by the name of the process server.

(5) A record indicating the language preference of the consumer, except where the debt collector is not aware of such preference despite reasonable attempts to obtain it.

(6) A record indicating which medium(s) of electronic communication are permitted or not permitted by each consumer and, if known, the consumer's preferred medium of communication in connection with the collection of a debt.

(7) A record of information on debt furnished to a consumer reporting agency, including the date the debt collection agency notified the consumer about the debt before furnishing information to the consumer reporting agencies about such debt, and the period of time it waited to receive a notice of undeliverability.

(8) A record of any notice of unverified debt issued in accordance with section 5-77(f)(8) or received by the debt collection agency, including any such notice received from the consumer.

(c) A debt collection agency [shall] must maintain the following records relating to its operations and practices:

(1) A copy of all actions, proceedings, or investigations by government agencies that resulted in the revocation or suspension of a license, the imposition of fines or restitution, a voluntary settlement, a court order, a criminal guilty plea, or a conviction.

(2) A copy of all [policies,] training materials, manuals, and guides for employees or agents that direct, describe, suggest or promote how a collector is to interact with consumers in the course of seeking to collect a debt.

(3) An annual report, in a form made publicly available on the Department's website, identifying, by language, (i) the number of consumer accounts on which an employee collected or attempted to collect a debt owed or due or asserted to be owed or due [in a language other than English]; and (ii) the number of employees that collected or attempted to collect on such accounts [in a language other than English].

(4) A copy of all policies addressing the collection of time-barred debts.

(5) A copy of all policies addressing the verification of debts.

(6) A copy of all policies addressing the furnishing of consumer debt information to the consumer reporting agencies.

(7) A copy of all policies related to medical debt, including but not limited to any financial assistance policies addressing hospital financial assistance programs.

(d) The records required to be maintained pursuant to this section [shall] must be retained for [six years from the date the record was created by the debt collection agency, a document was obtained or received by the debt collection agency, a document was filed in a court action by the debt collection agency, or a training manual or employee guide was superseded, except that recordings of conversations with consumers shall be retained for one year after the date of the last conversation recorded on each completed recording tape] the following periods of time:

(1) For records required to be maintained pursuant to subdivisions (a) and (b) of this section, excluding recordings of oral communications with consumers, until three years after the date of the debt collection agency's last collection activity on the debt.

(2) For recordings of oral communications with consumers, until three years after the date of the latest oral communication.

(3) For records required to be maintained pursuant to subdivision (c) of this section, until six years after the date the record was created.

Section 3. The definitions set forth in section 5-76 of part 6 of subchapter A of chapter 5 of Title 6 of the Rules of the City of New York are amended to read as follows:

Attempted communication. The term "attempted communication" means any act to initiate a communication or other contact about a debt with any person through any medium, including by soliciting a response from such person. An act to initiate a communication or other contact about a debt is an attempted communication regardless of whether the attempt, if successful, would be a communication that conveys information regarding a debt directly or indirectly to any person. A limited-content message is an attempted communication.

Clear and conspicuous. The term "clear and conspicuous" means readily understandable. In the case of written and electronic record disclosures, a clear and conspicuous statement, representation, or element being disclosed is of such location, size, color, and contrast to be readily noticeable and legible to consumers. In the case of oral disclosures, a clear and conspicuous disclosure is given at a volume and speed sufficient for a consumer to hear and comprehend it. In any clear and conspicuous disclosure, any required modifications, explanations, or clarifications to other information are presented close to the information being modified, so as to be readily noticed and understood.

Communication. The term “communication” means the conveying of information regarding a debt directly or indirectly to any person through any medium, including by electronic means. The term communication excludes a limited-content message.

Consumer. The term "consumer" means any natural person obligated or allegedly obligated to pay any debt.

Creditor. The term "creditor" means any person, firm, corporation or organization to whom a debt is owed or due or alleged to be owed or due or any assignee for value of said person, firm, corporation or organization.

Covered medical entity. The term “covered medical entity” means a health care entity that is tax-exempt under federal or New York State law or qualifies for distributions from the Indigent Care Pool from the State of New York or any other such fund or distribution allocated to reduce the charges of medical services to consumers by granting financial assistance, through a financial assistance policy, to patients based on need or an inability to pay.

Debt. The term "debt" means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.

Debt collection procedures. The term “debt collection procedures” means any attempt by [a debt collector] any person, including an original creditor, to collect a debt after any of the following:

(1) with respect to accounts for which creditors are required to send periodic statements, the creditor has ceased sending those statements, or taken or threatened to take legal action against the consumer;

(2) with respect to 30-day accounts for which periodic statements are not required, the creditor has ceased sending bills for the debt or taken or threatened to take legal action against the consumer; [and] or,

(3) with respect to all other types of credit, the creditor has accelerated the unpaid balance of the debt or demanded the full balance due.

Debt collector. The term “debt collector” means [an individual who, as part of his or her job, regularly collects or seeks to collect a debt owed or due or alleged to be owed or due] any person, including any natural person or organization, including a debt collection agency, who:

(A) is engaged in any business the principal purpose of which is the collection of any debts, or

(B) regularly collects, or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another person, or debts owed or due or asserted to be owed or due to the person collecting or attempting to collect the debts.

(C) The term also includes a buyer of debts who seeks to collect on such debts either directly or indirectly, as well as any creditor that, at any time, in collecting its own debts, uses any name other than its own that would suggest or indicate that someone other than such creditor is collecting or attempting to collect such debts.

(D) The term does not include:

(1) any officer or employee of the United States, any State or any political subdivision of any State to the extent that collecting or attempting to collect any debt owed is in the performance of [his or her] their official duties;

(2) any person while engaged in performing an action required by law or regulation, or required by law or regulation in order to institute or pursue a legal remedy;

(3) any individual employed by a nonprofit organization which, at the request of consumers, performs bona fide consumer credit counseling and assists consumers in the liquidation of their debts by receiving payments from such consumers and distributing such amounts to creditors;[or]

(4) any individual employed by a utility regulated under the provisions of the Public Service Law, to the extent that New York Public Service Law or any regulation promulgated thereunder is inconsistent with this part; or

(5) any person performing the activity of serving or attempting to serve legal process on any other person in connection with the judicial enforcement of any debt, or serving, filing or conveying formal legal pleadings, discovery requests, judgments, or other documents pursuant to the applicable rules of civil procedure, where such person is not a party, or providing legal representation to a party, to the action.

Where a provision of this part limits the number of times an action may be taken by the debt collector, or establishes as a prerequisite to taking an action that the debt collector has received or done something, or prohibits an action if the debt collector has knowledge of or reason to know something, the term “debt collector” includes any debt collector employed by the same employer.

Electronic communication. The term “electronic communication” means communication by electronic means including, but not limited to, electronic mail, a text message, or instant message, rather than oral communication in person or by telephone, or hard copy communication by U.S. mail or other delivery service.

Electronic record. The term “electronic record” means a record created, generated, sent, communicated, received, or stored by electronic means.

Financial assistance policy. The term “financial assistance policy” means a program to reduce or eliminate charges for medical goods or services established by a nonprofit hospital or health care provider.

Itemization reference date. The term “itemization reference date” means any one of the following dates: (1) on revolving or open-end credit accounts, the charge-off date of the debt, or (2) on accounts other than revolving or open-end credit accounts, either the date of the last payment, if such date is available, or the charge-off date of the debt, or (3) on revolving or open-end credit accounts that lack a charge-off date or on accounts other than revolving or open-end credit accounts that lack a charge-off date and the date of the last payment is not available, the date of the most recent transaction that gave rise to the debt.

Language access services. The term “language access services” means any service made available by a debt collector to consumers in a language other than English. Language access services include, but are not limited to, the use of:

(1) collection letters using a language other than English;

(2) customer service representatives who collect or attempt to collect debt in a language other than English;

(3) a translation service for the collector's website or for written communications; and

(4) a service that interprets phone conversations in real-time.

Limited-content message. The term "limited-content message" means an attempt to communicate with a consumer by leaving a voicemail message that includes all of the following content, which may include other content allowed by federal law, and that includes no other content:

(1) A business name for the debt collector that does not indicate that the debt collector is in the debt collection business;

(2) A request that the consumer reply to the message;

(3) The name of the natural person whom the consumer can contact to reply to the debt collector; and

(4) A call-back telephone number that is answered by a natural person.

Location information. The term "location information" means a consumer's place of abode and his telephone number at such place, or his place of employment.

Original creditor and originating creditor. The terms "original creditor" or "originating creditor" means any person, firm, corporation, or organization who originated the debt, including by extending credit and creating the debt.

Periodic statement. The term "periodic statement" means the statement of account certain creditors are required by 12 C.F.R. § 226.7(b) [[](Regulation Z[]]) to send at the end of each billing cycle for which there is an outstanding disputed debit or credit balance in excess of $1 in the account or with respect to which a finance charge is imposed.

Pre-charge-off period. The term "pre-charge-off period" means the period of time commencing with either (a) the date of the last periodic statement, written account statement, or invoice, which was provided to the consumer by a creditor before the institution of debt collection procedures, or (b) the date the last payment was applied to the debt, and ending with the date the debt was charged off.

Reasonable period of time. The term "reasonable period of time" means in the absence of knowledge of circumstances to the contrary, ten business days.

30-day account. The term "30-day account" means an account on which the outstanding balance at the end of a billing period is to be paid in full within a stated period of time without imposition of any finance charge.

Section 4. Section 5-77 of part 6 of subchapter A of chapter 5 of Title 6 of the Rules of the City of New York is amended to read as follows:

§ 5-77. Unconscionable and Deceptive Trade Practices.

It is an unconscionable and deceptive trade practice for a debt collector to [attempt to collect a debt owed, due, or asserted to be owed or due] engage in debt collection procedures except in accordance with the following rules:

(a) ***Acquisition of location information***. Any debt collector communicating with any person other than the consumer for the purpose of acquiring location information about the consumer in order to collect a debt [after the institution of debt collection procedures shall] must:

(1) identify [himself or herself] themselves, state that [he or she is] they are confirming or correcting location information about the consumer and identify [his or her employer] the debt collector on whose behalf they are communicating when that identification connotes debt collection only if expressly requested;

(2) not state or imply that such consumer owes any debt;

(3) not communicate more than once, unless requested to do so by such person or unless the debt collector reasonably believes that the earlier response of such person is erroneous or incomplete and that such person now has correct or complete location information, in which case the debt collector may communicate one additional time; for the purposes of this paragraph (3), the debt collector need not count as a communication returned unopened mail, an undelivered email message, or a message left with a party other than the person the debt collector is attempting to reach in order to acquire location information about the consumer, as long as the message is limited to a telephone number, the name of the debt collector and a request that the person sought telephone the debt collector;

(4) not use any language or symbol on any envelope or in the contents of any communication effected by the [mails or telegram] U.S. mail or other delivery service that indicates that the debt collector is in the debt collection business or that the communication relates to the collection of a debt; provided that a debt collector may use [his or her] their business name or the name of a department within [his or her] their organization as long as any name used does not connote debt collection; and

(5) if the debt collector knows the consumer is represented by an attorney with regard to the subject debt and if the debt collector has knowledge of the attorney's name and address or can readily ascertain such attorney's name and address, not communicate with any person other than that attorney for the purpose of acquiring location information about the consumer unless the attorney fails to provide the consumer's location within a reasonable period of time after a request for the consumer's location from the debt collector and:

(i) informs the debt collector that [he or she] the attorney is not authorized to accept process for the consumer; or

(ii) fails to respond to the debt collector's inquiry about the attorney's authority to accept process within a reasonable period of time after the inquiry. [The employer of a debt collector may not be held liable in any action brought under 6 RCNY § 5-77(a)(3) or (5) if the employer shows by a preponderance of the evidence that the violation was not

intentional and resulted despite the maintenance or procedures reasonably adapted to avoid any such violation.]

(b) ***Communication in connection with debt collection***. [A] Unless state or federal law prohibits compliance with this section, a debt collector, in connection with the collection of a debt, [shall] must not:

(1) [After institution of debt collection procedures, without] Without the prior written consent of the consumer, given directly to the debt collector [after the institution of debt collection procedures], or permission of a court of competent jurisdiction, [communicate with the consumer in connection with the collection of any debt;] engage in any of the following conduct:

(i) communicate or attempt to communicate with the consumer at any unusual time or place known, or which should be known, to be inconvenient to the consumer. In the absence of knowledge of circumstances to the contrary, a debt collector [shall assume that the convenient time for communicating] may only communicate or attempt to communicate with a consumer [is] after 8 [o'clock ante meridian] a.m. and before 9 [o'clock post meridian time at the consumer's location] p.m. Eastern Time;

(ii) except for any communication that is required by law, communicate or attempt to communicate directly with the consumer if the debt collector knows the consumer is represented by an attorney with respect to such debt and if the debt collector has knowledge of the attorney's name and address or can readily ascertain such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer[, except any communication which is required by law or chosen from among alternatives of which one is required by law is not hereby prohibited]; or

(iii) [at the consumer's place of employment if the debt collector knows or has reason to know that the consumer's employer or supervisor prohibits the consumer from receiving such a communication; or

(iv) with excessive frequency. In the absence of knowledge of circumstances to the contrary, a debt collector shall assume that more than twice during a seven-calendar-day period is excessively frequent. In making its calculation, the debt collector need not include any communication between a consumer and the debt collector which is in response to an oral or written communication from the consumer, or returned unopened mail, or a message left with a party other than one who is responsible for the debt as long as the message is limited to a telephone number, the name of the debt collector and a request that one who is responsible for the debt telephone the debt collector; or any communication which is required by law or chosen from among alternatives of which one is required by law.] communicate or attempt to communicate, including by leaving limited-content messages, with the consumer with excessive frequency.

(A) Excessive frequency means any communication or attempted communication, except communications or attempted communications set forth in item (D) of this subparagraph, made by the debt collector to a consumer by any medium of communication, in connection with the collection of debt within a seven-consecutive-calendar-day period, either 1) more than three times in total during

such period or 2) any time after the consumer responded to a prior communication within such period.

(B) Where a debt collector is attempting to collect on multiple debts from the same consumer, excessive frequency shall be calculated separately for each distinct account belonging to the consumer.

(C) The seven-day consecutive calendar-day period shall start on the date of the first communication or attempted communication including limited content-messages.

(D) The following communications or attempted communications shall not be included in the calculation of excessive frequency:

(I) any communication or attempted communication between a consumer and the debt collector that is a hard copy communication sent by U.S. mail or other delivery service;

(II) any communication or attempted communication between a consumer and the debt collector that is initiated by the consumer;

(III) any initial communication or attempted communication between a consumer and the debt collector that is in response to a request for communication from the consumer or an initial communication in response to a communication from the consumer in the same email thread;

(IV) any communication or attempted communication between a consumer and the debt collector that is in response to a communication from the consumer in the same live chat;

(V) any attempted communication between a consumer and the debt collector that is undeliverable, such as a bounced email, or failure to connect to the dialed number;

(VI) one initial communication or attempted communication made for the sole purpose of obtaining revocable consent to communicate with the consumer by an electronic medium pursuant to subparagraph (i) of paragraph (5) of this subdivision;

(VII) any communication or attempted communication required by state or federal law that is unrelated to the collection of debt;

(VIII) any communication or attempted communication made by a person pursuant to the rules of civil procedure, such as serving, filing, or conveying formal legal pleadings, discovery requests, depositions, court conferences, communications with the consumer's attorney on a pending legal matter, or ordered by the New York State Unified Court System; and

(IX) where a debt collector is an original creditor, any communication or attempted communication in the ordinary course of the creditor's business unrelated to debt collection practices.

[The employer of a debt collector may not be held liable in any action brought under 6 RCNY § 5-77(b)(1)(ii)-(iv) if the employer shows by a preponderance of the evidence that the violation was not intentional and resulted despite maintenance of procedures reasonably adapted to avoid any such violation.]

For the purpose of this paragraph the term "consumer" includes the consumer's parent (if the consumer is a minor), guardian, executor, administrator, or spouse (unless the debt collector knows or should know that the consumer is legally separated from or no longer living with their spouse).

(2) [In order to collect a debt, and except as provided by 6 RCNY § 5-77(a),] Except if otherwise permitted by law, communicate about a debt with any person other than the consumer who is obligated or allegedly obligated to pay the debt, [his or her] the consumer's attorney, a consumer reporting agency [if otherwise permitted by law], the creditor, the attorney of the creditor, a debt collector to whom [or to whose employer] the debt has been assigned for collection[, a creditor who assigned the debt for collection,] or the attorney of that debt collector[, or the attorney for that debt collector's employer,] without the prior written consent of the consumer or their attorney given directly to the debt collector [after the institution of debt collection procedures, or without the prior written consent of the consumer's attorney], or without the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a [postjudgment] post-judgment judicial remedy.

(3) Communicate with any person other than [the consumer's attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, a debt collector to whom or to whose employer the debt has been assigned for collection, a creditor who assigned the debt for collection, or the attorney of that debt collector or the attorney for that debt collector's employer] those persons enumerated in paragraph (2) of this subdivision in a manner which would violate any provision of [this part] paragraph (1) of subdivision if such person were a consumer.

(4) [After institution of debt collection procedures, communicate] Communicate or attempt to communicate with a consumer with respect to a debt if the consumer has notified the debt collector [in writing] that the consumer wishes the debt collector to cease further communication with the consumer with respect to that debt, except [that] for any communication which is required by law [or chosen from among alternatives of which one is required by law is not hereby prohibited]. The debt collector shall have a reasonable period of time following receipt by the debt collector of the notification to comply with a consumer's request [,except that any debt collector who knows or has reason to know of the consumer's notification and who causes further communication shall have violated this provision]. The debt collector may, however:

(i) communicate with the consumer once in writing including by electronic means:

(A) to advise the consumer that the debt collector's further efforts are being terminated; or [;]

(B) [to notify the consumer that the debt collector or creditor may invoke specified remedies which are ordinarily invoked by such debt collector or;

(C) where applicable] to the extent such notice was not previously provided, to notify the consumer that the debt collector or creditor intends to invoke a specific remedy, if [that] it is a remedy [he is] they are legally entitled to invoke and [if he actually intends] intend to invoke it; and

(ii) respond to each subsequent [oral or written] communication from the consumer.

(5) [For the purpose of 6 RCNY § 5-77(b)(1)-(4), the term "consumer" includes the consumer's parent (if the consumer is a minor), guardian, executor, administrator, spouse (unless the debt collector knows or has reason to know that the consumer is legally separated from or no longer living with his or her spouse), or an individual authorized by the consumer to make purchases against the account which is the subject of the collection efforts. A request that the debt collector cease further communication, provided for under 6 RCNY § 5-77(b)(4), if made by the consumer's spouse or an individual authorized by the consumer to make purchases against the account, only affects the debt collector's ability to communicate further with the person making the request.] Contact a consumer by electronic communication to collect or attempt to collect debt unless the debt collector satisfies the following requirements:

(i) A debt collector may only use a specific email address, text message number, social media account, or specific electronic medium of communication if such electronic communication is private and direct to the consumer and one of the following requirements is met:

(A) the debt collector obtains revocable consent from the consumer in writing, given directly to such debt collector, to use such email address, text message number, social media account, or another electronic medium of communication to communicate about the specific debt, and the consumer has not since revoked the consent, provided that a debt collector may correspond with a consumer through electronic communications solely to satisfy the requirements of this paragraph and to obtain written consent, but the debt collector may not collect or attempt to collect debt by electronic communications until the requirements in this paragraph are satisfied;

(B) the debt collector is the original creditor and obtained consent from the consumer, given directly to the debt collector, to use such email address, text message number, social media account, or another electronic medium of communication to communicate about the specific account prior to the institution of debt collection procedures, and the consumer has not since revoked such consent; or

(C) the consumer used such email address, text message number, social media account, or another electronic medium of communication to communicate with the debt collector about a debt within the past 60 days and the consumer has not since opted out of communications to that email address, text message number, social media account or other electronic medium of communication or opted out of all electronic communications generally.

(ii) A person’s electronic signature constitutes written consent under this section, provided it complies with all relevant state and federal laws and rules, including article three of the New York Technology Law (New York Electronic Signatures and Records Act) and

chapter 96 of title 15 of the United States Code (Electronic Signatures in Global and National Commerce Act).

(iii) The written consent is retained by the debt collector until the debt is discharged, sold, or transferred.

(iv) A debt collector who sends any disclosures required by this subchapter electronically must do so in a manner that is reasonably expected to provide actual notice, and in a form that the consumer may keep and access later.

(v) The debt collector must include in every electronic communication to the consumer a clear and conspicuous written disclosure that the person may revoke consent to receive electronic communications at the email address, text message number, social media account, or another electronic medium of communication where such written disclosure was sent at any time, and a reasonable and simple method by which the consumer can opt-out of further electronic communications or attempts to communicate at such electronic medium of communication by replying "stop"; provided that, the debt collector must also accept any other word(s) sent in a response by a consumer that reasonably indicates the consumer wishes to opt-out. The disclosure to the consumer must be in the same language as the rest of the communication and the debt collector must accept the consumer's opt-out request in the same language as in the initial electronic communication that prompted the response from the consumer or in any language used by the debt collector to collect debt.

(vi) The debt collector may not require, directly or indirectly, that the consumer pay any fee to opt-out or provide any information other than the consumer's opt-out preferences and the email address, text message number, social media account, or other electronic medium subject to the opt-out request.

(vii) Consent to communicate electronically under this paragraph shall not relieve a debt collector of any other requirement in this section to send a communication in a specific form or format, including but not limited to sending a written validation notice by U.S. mail or other delivery service pursuant to paragraph (1) of subdivision (f) of this section.

(6) Communicate or attempt to communicate with a consumer by sending an electronic message to an email address or a text message or call to a phone number that the debt collector knows or should know is provided to the consumer by the consumer's employer. Notwithstanding the foregoing, such communication is permissible where the consumer provided prior written revocable consent to the debt collector to use a direct number provided by the consumer's employer as the consumer's preferred method of contact for the debt and the consumer has not otherwise revoked such consent and such communication does not violate any other provision of local, state or federal law.

(7) Communicate or attempt to communicate with a consumer on a social media platform, unless the debt collector obtains consent from the consumer to communicate about the debt on the specific social media platform and the communication is not viewable by anyone else other than the consumer, including but not limited to the general public or the consumer's social media contacts.

(8) Communicate or attempt to communicate with a consumer through a medium that the consumer has requested that the debt collector not use to communicate with the consumer.

(9) Communicate or attempt to communicate with a consumer to collect a debt for which the debt collector knows or should know that the consumer was issued a Notice of Unverified Debt pursuant to paragraph (8) of subdivision (f) of this section, unless a subsequent debt collector verifies the debt prior to such communication in accordance with paragraph (7) of subdivision (f) of this section, but no sooner than 30 days from the date the consumer receives verification of the debt.

(c) ***Harassment or abuse***. A debt collector, in connection with the collection of a debt, shall not engage in conduct the natural consequence of which is to harass, oppress or abuse any person in connection with a debt. Such conduct includes:

(1) the use or threat of use of violence or other criminal means to harm the physical person, reputation, or property of any person;

(2) the use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader;

(3) the advertisement for sale of any debt to coerce payment of the debt;

(4) causing a telephone to ring or produce another sound or alert, or engaging any person [in] by any communication medium, including but not limited to telephone conversation, repeatedly or continuously with intent to annoy, abuse, or harass any person [at the called number] contacted by the debt collector;

(5) the publication of a list of consumers who allegedly refuse to pay debts, except to another employee of the debt collector's employer or to a consumer reporting agency or to persons meeting the requirements of 15 U.S.C. § 1681a(f) or 15 U.S.C. § 1681b(a)(3); or

(6) except [as provided by 6 RCNY § 5-77(a), the placement of telephone calls without meaningful disclosure of the caller's identity] where expressly permitted by federal, state, or local law, communicating with a consumer without disclosing the debt collector's identity.

(d) ***False or misleading representations***. A debt collector, in connection with the collection of a debt, shall not make any false, deceptive, or misleading representation. Such representations include:

(1) the false representation or implication that the debt collector is vouched for, bonded by, or affiliated with the United States or any State, including the use of any badge, uniform, or [facsimile] identification thereof;

(2) the false representation or implication that any individual is an attorney or is employed by a law office or a legal department or unit, or any communication is from an attorney, a law office or a legal department or unit, or that an attorney conducted a meaningful review of the consumer's debt account;

(3) the representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such action is lawful and the debt collector or creditor intends to pursue such action;

(4) the threat to take any action that cannot legally be taken or that is not intended to be taken;

(5) the false representation or implication that a sale, referral, or other transfer of any interest in a debt shall cause the consumer to:

(i) lose any claim or defense to payment of the debt; or

(ii) become subject to any practice prohibited by this part;

(6) the false representation [of] or implication made in order to disgrace the consumer that the consumer committed any crime or other conduct;

(7) the false representation or implication that accounts have been turned over to innocent purchasers for value;

(8) the false representation or implication that documents are legal process;

(9) the false representation or implication that documents are not legal process forms or do not require action by the consumer;

(10) the false representation or implication that a debt collector operates or is employed by a consumer reporting agency as defined by 15 U.S.C. § 1681a(f);

(11) the use or distribution of any written communication which simulates or is falsely represented to be a document authorized, issued, or approved by any court, official, or agency of the United States or any State, or which creates a false impression as to its source, authorization, or approval;

(12) the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer;

(13) the use of any business, company, or organization name other than the true name of the debt collector's business, company, or organization, unless the general public knows the debt collector's business, company or organization by another name and to use the true name would be confusing;

(14) [after institution of debt collection procedures,] the false representation of the character, amount or legal status of any debt, or any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt[, except that the employer of a debt collector may not be held liable in any action brought under this provision if the employer shows by a preponderance of the evidence that the violation was not intentional and occurred despite the maintenance of procedures reasonably adapted to avoid any such violation];

(15) except [as otherwise provided under 6 RCNY § 5-77(a) and except for any communication which is required by law or chosen from among alternatives of which one is required by law] for limited-content messages and where otherwise expressly permitted by federal, state, or local law, the failure to disclose clearly and conspicuously in all communications, [made] in the same language used by the debt collector to collect [a] the debt, [or to obtain information about a consumer,] that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose;

(16) the use of any [name that is not the debt collector's actual name; provided that a debt collector may use a name other than his actual name if he or she uses only that name in communications with respect to a debt and if the debt collector's employer has the name on file so that the true identity of the debt collector can be ascertained] assumed name; provided that an individual debt collector may use an assumed name when communicating or attempting to communicate with a consumer about a debt if that collector uses the assumed name consistently and is the only person using that assumed name, and the assumed name is on file so that the true identity of the collector can be ascertained;

(17) any conduct proscribed by New York General Business Law §§ 601(1), (3), (5), (7), (8), or (9);

(18) the false, inaccurate, or partial translation of any communication [when the debt collector provides translation services]; [or]

(19) the false representation or omission of a consumer's language preference when returning, selling or referring for debt collection litigation any consumer account, where the debt collector [is aware] knows or should know of such preference;

(20) except where expressly permitted by federal, state, or local law, the failure to clearly and conspicuously disclose, before any attempt to collect a debt, that the communication is being recorded and the recording may be used in connection with the collection of the debt; or

(21) the false representation that the consumer cannot dispute the debt or request verification of the debt from the debt collector by oral communication or by any medium of communication used by the debt collector to collect debt.

(e) ***Unfair and unconscionable practices***. A debt collector may not use any unfair or unconscionable means to collect or attempt to collect a debt. Such conduct includes:

(1) the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law;

(2) the solicitation or use by a debt collector of any postdated check or other postdated payment instrument for the purpose of threatening or instituting criminal prosecution;

(3) causing charges to be made to any person for communications by misrepresentation of the true purpose of the communication. Such charges include collect telephone calls and [telegram] text message or mobile phone data fees;

(4) taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if:

(i) there is no present right to possession of the property claimed as collateral;

(ii) there is no present intention to take possession of the property; or

(iii) the property is exempt by law from such dispossession or disablement;

(5) [after institution of debt collection procedures,] when communicating with a consumer by [use of the mails] U.S. mail or [telegram] other delivery service, using any language or symbol other than the debt collector's address on any envelope, or using any language or symbol that indicates the debt collector is in the debt collection business or that the communication relates to the collection of a debt on a postcard, except that a debt collector may use [his or her] their business name or the name of a department within [his or her] their organization as long as any name used does not connote debt collection;

(6) [after institution of debt collection procedures, communicating with a consumer regarding a debt without identifying himself or herself and his or her employer or communicating in writing with a consumer regarding a debt without identifying himself or herself by name and address and in accordance with 6 RCNY § 5-77(e)(5)] except where expressly permitted by federal, state, or local law, communicating with a consumer without disclosing the debt collector's name; [or]

(7) [after institution of debt collection procedures,] if a consumer owes multiple debts of which any one or portion of one is disputed, and the consumer makes a single payment with respect to such debts:

(i) applying a payment to a disputed portion of any debt; or

(ii) unless otherwise provided by law or contract, failing to apply such payments in accordance with the consumer's instructions accompanying payment. [If payment is made by mail, the consumer's instructions must be written. Any communication by a creditor made pursuant to 6 RCNY § 5-77(e)(7)(ii) shall not be deemed communication for the purpose of 6 RCNY § 5-77(b)(1)(iv). The employer of a debt collector may not be held liable in any action brought under 6 RCNY § 5-77(e)(7) if the employer shows by a preponderance of the evidence that the violation was not intentional and resulted despite maintenance of procedures reasonably adapted to avoid any such violation];

(8) engaging in any conduct prohibited by New York General Business Law §§ 601(2) or (4); [or]

(9) [after institution of debt collection procedures,] collecting or attempting to collect a debt without [first requesting and] recording the language preference of such consumer, except where the debt collector is not aware of such preference despite reasonable attempts to obtain it;

(10) furnishing to a consumer reporting agency, as defined in section 603(f) of the Fair Credit Reporting Act (15 U.S.C. § 1681a(f)), information about a debt unless the debt collector has sent to the consumer in at least one medium of communication used to collect the debt, and sent a written copy to the consumer via U.S. mail or other delivery service, a notice that states, clearly and conspicuously, that the information about the debt will be reported to a consumer reporting agency and has waited 14 consecutive days after sending such notice. During the waiting period, the debt collector must permit receipt of, and monitor for, notifications of undeliverability from communications providers. If the debt collector receives such notification during the waiting period, the debt collector must not furnish information about the debt to a consumer reporting agency until the debt collector satisfies this paragraph.

This paragraph (e)(10) does not apply to:

(i) a debt collector's furnishing of information about a debt to a nationwide specialty credit reporting agency that compiles and maintains information on a consumer's check writing history, as described in section 603(x)(3) of the Fair Credit Reporting Act (15 U.S.C. § 1681a(x)(3));

(ii) a debt collector that is required to comply with section 623(a)(7) of the Fair Credit Reporting Act (15 U.S.C. § 1681s-2(a)(7)) and who provides notice to a consumer in compliance with such section.

(11) selling, transferring, or placing for collection or with an attorney or law firm to sue a consumer to recover any debt where the debt collector knows or should know that the debt has been paid or settled or discharged in bankruptcy, except a debt collector may transfer a debt to the debt's owner or to a previous owner of the debt if:

(i) the transfer is authorized under the terms of the original contract between the debt collector and the debt's owner or previous owner, as a result of a merger, acquisition, purchase and assumption transaction, or as a transfer of substantially all of the debt collector's assets; and

(ii) the debt collector also transfers all information pertaining to whether the debt has been paid or settled or discharged in bankruptcy obtained during the time the debt was assigned to the debt collector for collection;

(12) selling, transferring, returning to the debt's owner or creditor, or placing for collection or with an attorney or law firm to recover any debt where the debt collector knows or should know that the time to sue on the debt has expired, without including a clear and conspicuous notice, as required under paragraph (2) of subdivision (i) of this section, to the recipient of the debt that the statute of limitations on such debt has expired and that federal law prohibits suing on the time-barred debt; or

(13) selling, transferring, returning to the debt's owner or creditor, or placing for collection or with an attorney or law firm to sue a consumer to recover any debt for which the debt collector was unable to provide written verification of the debt, despite having received a first dispute or first request for verification of the debt from the consumer, without including a clear and conspicuous notice to the recipient of the debt that the debt was not verified despite receiving a first dispute or first request for verification from the consumer, and a copy of the "Notice of Unverified Debt" sent to the consumer pursuant to paragraph (8) of this subdivision.

(f) [Validation of debts. (1) Upon acceleration of the unpaid balance of the debt or demand for the full balance due, the following validation procedures shall be followed by debt collectors who are creditors or who are employed by creditors as defined by 15 U.S.C. § 1602(f) (Truth in Lending Act) but who are not required to comply with 15 U.S.C. § 1637(a)(8) (Fair Credit Billing Act), and who do not provide consumers with an opportunity to dispute the debt which is substantially the same as that outlined in 15 U.S.C. § 1637(a)(8) and regulations promulgated thereunder: Within five days of any further attempt by the creditor itself to collect the debt, it shall send the customer a written notice containing:

(i) the amount of the debt;

(ii) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed valid by the debt collector;

(iii) a statement that, if the consumer notifies the debt collector in writing within the

thirty-day period at the address designated by the debt collector in the notice, that the debt, or any portion thereof is disputed, the debt collector shall either:

(A) make appropriate corrections in the account and transmit to the consumer notification of such corrections and an explanation of any change and, if the consumer so requests, copies of documentary evidence of the consumer's indebtedness; or

(B) send a written explanation or clarification to the consumer, after having conducted an investigation, setting forth to the extent applicable the reason why the creditor believes the account of the consumer was correctly shown in the written notice required by 6 RCNY § 5-77(f)(1) and, upon the consumer's request, provide copies of documentary evidence of the consumer's indebtedness. In the case of a billing error where the consumer alleges that the creditor's billing statement reflects goods not delivered in accordance with the agreement made at the time of the transaction, a creditor may not construe such amount to be correctly shown unless it determines that such goods were actually delivered, mailed, or otherwise sent to the consumer and provides the consumer with a statement of such determination.

(iv) if the debt collector is not the original creditor, a statement that, upon the consumer's written request within the thirty-day period, sent to the address designated by the debt collector in the notice, the debt collector will provide the consumer with the name and address of the original creditor;

(v) an address to which the consumer should send any writing which disputes the validity of the debt or any portion thereof or any writing requesting the name and address of the original creditor.

(2)]

Validation notice and verification of debts. Debt collectors, except debt collectors that are required to comply with 15 U.S.C. § 1666 (Fair Credit Billing Act) and who provide consumers with an opportunity to dispute the debt which is substantially the same as that outlined in 15 U.S.C. § 1666 and regulations promulgated thereunder, must comply with the following requirements regarding validation of debts:

(1) *Validation notice*. Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector [who is not a creditor and not employed by a creditor shall, unless the following information is contained in an initial written communication, or the consumer paid the debt, send the consumer a written notice containing] must send the consumer a written notice containing any and all information required by federal and state law, as well as the following information in a clear and conspicuous manner, unless the consumer paid the debt or such information was contained, clearly and conspicuously, in an initial written communication sent by U.S. mail or other delivery service, or if the initial communication with the consumer occurred before September 1, 2026 and a validation notice was already sent to such consumer:

(i) [the amount of the debt

(ii) the name of the creditor to whom the debt is owed] the New York City Department of Consumer and Worker Protection license number assigned to the debt collection agency, if applicable;

[(iii) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector] (ii) the name of the natural person for the consumer to call back, who must be able to address the consumer’s questions about the validation notice and account during the debt collector’s regular business hours;

[(iv) a statement that if the consumer notifies the debt collector in writing within the thirty-day period at the address designated by the debt collector in the notice that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector] (iii) the telephone number that the consumer can call during the debt collector's regular business hours, which must be answered by the callback person required in subparagraph (ii) of this paragraph or routed to such person. If the callback person is unavailable, the debt collector may designate a representative who can also answer the consumer's questions about the validation notice or account. However, the debt collector must document in the consumer's account the reason the callback person was unavailable, and that the designated representative spoke with the consumer in lieu of the callback person required by subparagraph (ii);

[(v) a] (iv) the following statement [that, upon the consumer's written request within the thirty-day period sent to the address designated by the debt collector in the notice, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor]:

PLEASE READ: Information About Your Rights as a New York City Consumer

- **There is no time limit for a New York City consumer to dispute the debt in collection under New York City Law**. You can let collectors know you dispute the debt using any of the ways they contact you, including by phone.

- **You must get a response to the disputed debt in 60 days**. Once you dispute the debt, the collector must stop collection. Within 60 days after receiving your dispute, a debt collector must give you either 1) verification of the debt, or 2) a "Notice of Unverified Debt" stating it can't verify the debt or continue collection. Be sure to keep a copy of all letters.

- **Inform the debt collector if any charges arise from medical debt**. If you have a low or limited income, you may be eligible to apply for help under a hospital's "Financial Assistance Policy." Medical debt cannot be reported on your credit report. ***Note***: Medical debt does not include charges to a credit card unless the credit card is offered specifically for the payment of health care services, products, or devices.

[(vi) an address to which the consumer should send any writing which disputes the validity of the debt or any portion thereof or any writing requesting the name and address of the original creditor;

(vii)] (v) a statement informing the consumer of any language access services available [, including whether the consumer may obtain from the debt collector a translation of any communication into a language other than English];

[(viii)] (vi) a statement that a [translation and description of commonly-used debt collection terms is available in multiple languages on the Department's website, www.nyc.gov/dca] Glossary of Common Debt Collection Terms and other resources are available in different languages at www.nyc.gov/dcwp.

The information required under subparagraphs (i) through (vi) may be included on the reverse

side of a written validation notice only if the debt collector includes them together under a heading entitled, "**Important Additional Consumer Rights Under New York City Law**" and includes a clear and conspicuous statement on the front of the validation notice referring to the disclosures on the reverse side. If included on the reverse side of the validation notice, the information must be positioned in a manner so it is readily noticeable and legible to consumers even after a consumer tears off any response portion of the notice.

(vii) The date of the validation notice.

(viii) Itemization of the debt. Together with the items required under federal or New York State law, a debt collector must provide the following information in the itemization of the debt to consumers:

(A) A numerical value for all fields as of the itemization reference date, even if no additional amounts have accrued.

(B) If the amount asserted to be owed by the consumer changed during the pre-charge-off period, the debt collector must add a line for the amount of the debt as of the date of the last written notification sent to the consumer on or before the institution of debt collection procedures, except if this information is not available to the debt collector at the time of the itemization.

(C) If any amount has been assessed or applied by the debt collector to the amount of the debt after the institution of debt collection procedures or after a judgment, the debt collector must include fields listing the basis of the consumer's obligation to pay any interest (including rates applied), cost or fee, and if such amount was added by the debt collector based on the consumer's agreement with the creditor or as allowed by law.

(ix) Time-barred debt. If a debt collector seeks to collect on a debt for which the debt collector knows or has reason to know that the statute of limitations for a debt has expired, the debt collector must include a statement that clearly and conspicuously discloses to the consumer substantially the same time-barred debt disclosure as the disclosure contained in paragraph (2) of subdivision (i) of this section and meeting the requirements of paragraph (5) of such subdivision.

In general. Debt collection agencies that must comply with section 20-493.2(a) of the Administrative Code and section 2-190(b) of subchapter S shall be deemed to satisfy the requirement of furnishing an itemization of the debt under the licensing law by complying in accordance with subparagraph (viii) of this paragraph and paragraph (11) of this subdivision.

(2) *Delivery of validation notice.* A debt collector required to send a validation notice under paragraph (1) of this subdivision, must deliver such written disclosures in the following manner*:*

(i) By U.S. mail or other delivery service. If a debt collector only delivers a validation notice electronically or orally, it does not satisfy the requirement under this paragraph and paragraph (f)(1) of this section.

(ii) A copy of the validation notice may be sent by any other means, including electronic mail, provided it is in accordance with other sections or laws, such as section 101(c) of the Electronic Signatures in Global and National Commerce Act (E–SIGN Act)(15 U.S.C. §

7001(c)) or their successor provisions, and with paragraph (5) of subdivision (b) of this section. Where a copy of the validation notice is attached to an electronic communication, the body of such communication must include the debt collector's website, email address, and information on how the consumer can dispute the debt, seek verification of the debt, or request originating-creditor information electronically.

[(3) If, pursuant to 6 RCNY §§ 5-77(f)(1) or 5-77(f)(2) of this Regulation the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall not attempt to collect the amount in dispute until the debt collector obtains and mails to the consumer verification of the debt or a copy of the judgment or the name and address of the original creditor. The debt collector shall maintain for one year from the date the notice was mailed, records containing documentation of the date such notice was mailed, the date the response, if any, was received and any action taken following such response.]

(3) *Notices in languages other than English.* A debt collector must do the following regarding collecting or attempting to collect debt from consumers in a language other than English:

(i) If a debt collector offers consumers validation notices in a language other than English, and a consumer requests a notice in such language, the debt collector must mail a written notice to the consumer completely and accurately in the language requested within 30 days of receiving such a request. As required by section 1006.34(e)(2) of title 12 of the Code of Federal Regulations, a debt collector who receives a request from the consumer for a Spanish-language validation notice must provide the consumer with a validation notice completely and accurately translated into Spanish.

(ii) In addition to the requirements of paragraph (1) of this subdivision, a debt collector may not contact a consumer in a language other than English to collect debt without providing the consumer, by U.S. mail or other delivery service, a validation notice written accurately in the language used by the debt collector during the exchange with the consumer, within five days of the first contact by the debt collector in the language other than English. A debt collector is not required to mail the validation notice in a language other than English to the consumer more than once during the period that the debt collector owns or has the right to collect the debt.

(iii) If the debt collector sends a validation notice in a language other than English, it must also accept and respond to disputes, complaints, requests for verification of the debt, requests to cease further communication, and other communications by the consumer completely and accurately in the same language as the validation notice, unless the consumer requests to communicate in another language offered by the debt collector.

(4) [The failure of a consumer to dispute the validity of a debt under 6 RCNY § 5-77(f) shall not be construed by any court as an admission of liability by the consumer.] Reserved.

(5) Reserved.

(6) *Disputes and requests for verification of debt.*

(i) A consumer may dispute or request a verification of the debt orally, in writing, or electronically (if the debt collector uses electronic communications to collect debt) at any time during the period in which the debt collector owns or has the right to collect the debt.

For accounts where a validation notice is required to be sent pursuant to paragraph (1) of this subdivision on or after September 1, 2026, excluding those accounts purchased before September 1, 2026, a debt collector must cease collection on such disputed debt after receiving the first dispute or the first request for verification by a consumer, unless and until the consumer receives verification of the debt in accordance with paragraph (7) of this subdivision. If a debt collector provides consumers the ability to submit disputes or requests for verification electronically through a website, such website must automatically generate a copy of each written dispute or request for verification that a consumer can print, save, or have emailed to them. A consumer shall not be required to waive any rights to make use of such an online submission option.

(ii) A debt collector must not engage in any collection activities or communications that overshadow or are inconsistent with the disclosure of the consumer's rights to dispute the debt and request the name and address of the original creditor.

(7) *Verification of debt*. For accounts where a validation notice is required to be sent pursuant to paragraph (1) of this subdivision on or after September 1, 2026, excluding those accounts purchased before September 1, 2026, a debt collector must provide a written response to a consumer's first dispute or first request for verification of the debt under paragraph (6) of this subdivision in accordance with the following requirements:

(i) A debt collector must send the consumer written verification of the debt within the time period permitted by state law, but no later than 60 days after receiving the first dispute or first request for verification of the debt made by the consumer. A debt collector is not required to verify a debt pursuant to this paragraph more than once during the period that the debt collector owns or has the right to collect the debt; provided, however, that the debt collector must send a copy of any such verification documents, previously sent to the consumer, one additional time upon oral or written request by the consumer.

(ii) A debt collector must cease collection activity until the consumer is deemed to have received the written verification information. The debt collector may assume that a consumer received the verification information five business days (excluding Saturdays, Sundays, and legal public holidays identified in 5 U.S.C. § 6103(a)) after the debt collector sent it;

(iii) If a debt collector, other than an original creditor, does not send the consumer verification of the debt within the required period, it cannot resume collection activity on the debt and must mail a notice of unverified debt to the consumer in accordance with paragraph (8) of this subdivision;

(iv) If a debt collector that is an original creditor does not send the consumer verification of the debt within the required period, it must mail a notice of unverified debt to the consumer in accordance with paragraph (8) of this subdivision and may not resume collection unless and until it sends the consumer verification of the debt;

(v) Verification of debt must include:

(A) a copy of the debt document issued by the originating creditor or an original written confirmation evidencing the transaction resulting in the indebtedness to the originating creditor, including the signed contract or signed application that created the debt or, if no signed contract or application exists, a copy of a document

provided to the alleged debtor while the account was active, demonstrating that the debt was incurred by the consumer. For a revolving credit account, the charge-off account statement, the most recent monthly statement recording a purchase transaction, payment, or balance transfer shall be deemed sufficient to satisfy this requirement. Documents created or generated after the time of charge-off of the debt or institution of debt collection procedures shall not qualify as such confirmation;

(B) records reflecting the amount and date of any prior settlement agreement reached in connection with the debt;

(C) the final account statement or charge-off statement, or other such document that reflects the total outstanding balance alleged to be owed, that was provided to the consumer on or before the charge-off date and prior to the institution of debt collection procedures; and

(vi) In matters involving a judgment obtained after adjudication on the merits of the case, there will be a rebuttable presumption that the debt collector complied with subparagraph (i) of this paragraph if it mails the consumer, by U.S. mail or other delivery service, a copy of the judgment and any evidence of indebtedness that is part of the record of the lawsuit. Notwithstanding the foregoing, a copy of a judgment obtained by default does not provide the consumer verification of the alleged debt.

(8) *Notice of unverified debt.* For accounts where a validation notice is required to be sent pursuant to paragraph (1) of this subdivision on or after September 1, 2026, excluding those accounts purchased before September 1, 2026, a debt collector must do the following when sending a Notice of Unverified Debt:

(i) include a statement in such notice that despite having received a dispute or request for verification of the debt from the consumer, the debt collector is unable to verify the debt within the time allowed by New York City law and rules;

(ii) except for original creditors, disclose that it will cease any further collection on the debt, and note this information, clearly and conspicuously, in the consumer's account records;

(iii) for original creditors, disclose that it will cease further collection on the disputed debt unless and until verification of the debt is provided to the consumer, and note this information, clearly and conspicuously, in the consumer's account records;

(iv) if applicable, disclose that the debt collector previously furnished information about the debt to a consumer reporting agency and that it will provide the disputed debt information to such agency to the extent not already provided, and upon request, provide a copy of the Notice of Unverified Debt to such agency;

(v) include a statement that the consumer should retain a copy of the Notice of Unverified Debt and that the consumer may provide such notice to any other debt collector that attempts to collect on such debt;

(vi) include a statement that under the laws of the City of New York, any other debt collector with the information on the Notice of Unverified Debt cannot resume collection activity in New York City unless and until the verification of the disputed debt is provided to the consumer;

(vii) clearly and conspicuously provide that such information and the Notice of Unverified Debt will transfer if the account is sold, assigned, placed with an attorney to sue on the debt or is part of any litigation to recover on the debt by the debt collector, or if it is returned to a creditor, debt owner, or the entity that placed the account with the debt collector; and

(viii) deliver a timely written Notice of Unverified Debt to the consumer by U.S. mail or other delivery service in English and any other language used by the debt collector to communicate with the consumer in accordance with paragraph (3) of this subdivision.

(9) *Originating creditor*. A debt collector must provide the consumer the address of the originating creditor of a debt within 30 days of receiving a request from the consumer for such address. The consumer may make such request orally or in writing, or electronically if the debt collector uses electronic communications to collect debt, at any time during the period in which the debt collector owns or has the right to collect the debt. After receiving such a request, the debt collector must cease collection of the debt unless and until such address has been provided to the consumer. A debt collector is not required to provide this information more than once during the period that the debt collector owns or has the right to collect the debt.

(10) *Disputes, verification, and reporting of medical debt*. *In general*. The term "medical debt" means an alleged obligation of a consumer to pay any amount whatsoever related to the receipt of health care services, products, or devices provided to a person by a hospital, a health care professional or an ambulance service licensed, authorized, or certified under New York State law. Medical debt does not include debt charged to a credit card unless the credit card is issued under an open-ended or closed-end plan offered specifically for the payment of health care services, products, or devices provided to a person.

(i) In connection with the collection of alleged medical debt from a consumer, a debt collector is prohibited from:

(A) Entering into any contract for the collection of debt or any purchase agreement to buy such debt that includes reporting of information on medical debt to a consumer reporting agency.

(B) Furnishing any information on any portion of a medical debt to a consumer reporting agency.

(ii) If, at any time the debt collector has a right to collect on such medical debt and the consumer indicates that a public or private insurance plan, a third-party payer, or a financial assistance policy should have covered some or all of the charges on the amount asserted to be owed by the consumer on the medical debt, or that the debt is as a result of lack of price transparency at the time the services were rendered in violation of federal, state or local law, or that there is an open or ongoing appeal for financial assistance or insurance coverage on the debt, or that the collection is a violation of federal, state or local law, the debt collector must treat such communication by the consumer as a first dispute and a request for verification by the consumer on such medical debt; provided, that such dispute was received by the debt collector by any medium of communication or language used by the debt collector to collect debt, and such verification has not already been provided to the consumer by the debt collector.

(iii) A debt collector must conduct a reasonable investigation and respond to a consumer's first dispute of the medical debt or first request for verification by providing verification of the debt in accordance with paragraph (7) of this subdivision, and by clearly and conspicuously providing the consumer any information in its possession, readily available to the debt collector or required to be disclosed by the debt collector to the consumer on such medical debt under federal, state or local law. If the debt originated in a hospital or covered medical entity, and such hospital or covered medical entity is the debt collector's client, the debt collector must also provide the financial assistance policy of such hospital or covered medical entity. A debt collector collecting on behalf of a financial institution is not obligated to provide financial assistance policy information to verify the medical debt to comply with this subparagraph. If the debt collector cannot meet the requirements herein, the debt collector must deliver to the consumer a notice of unverified debt within a 60-day period in accordance with paragraph (8) of this subdivision.

(iv) If a debt collector receives a dispute or request for verification of a medical debt by a consumer, the debt collector must also:

(A) treat all unverified accounts related to charges from one discrete hospitalization, or related treatments of one general health condition, from affiliated medical providers for medical services rendered within a three-month period, as also disputed by the consumer;

(B) unless the consumer has acknowledged owing the amount claimed to be owed on an account, or the consumer indicates in writing that the consumer does not wish to dispute such related account, note in all such related unverified accounts, in a manner that is easily identifiable and searchable in each of the consumer's related unverified accounts, that the debt is unverified or disputed; and

(C) unless the consumer has acknowledged owing the amount claimed to be owed on an account, or the consumer indicates in writing that the consumer does not wish to dispute such related account, provide written verification in accordance with paragraph (7) of this subdivision for each related unverified medical debt account.

(11) *Expanded itemization of the debt.* If the debt collector receives a dispute from a consumer regarding any amount added to the total principal in the itemization provided in subparagraph (viii) of paragraph (1) of this subdivision, the debt collector must provide a detailed breakdown of each individual charge itemized in addition to the principal balance, interest (listing the rates applied), costs or fees, and whether such amount was added to the debt based on the consumer's agreement with the creditor or otherwise as allowed by law. The expanded itemization of the debt must be treated by the debt collector as an obligation to provide verification of the debt in accordance with paragraph (7) of this subdivision. A debt collector has met this requirement if the expanded itemization specified in this paragraph was previously provided to the consumer by such debt collector after the validation notice was sent to the consumer. The debt collector is only required to send this expanded itemization once; however, if the consumer disputes the accuracy of any line in the itemization sent with the validation notice, the debt collector must send an additional copy of the same expanded itemization to the consumer once within 30 days of receiving such a dispute.

(g) [Liability. The employer of a debt collector is liable for the debt collector's violation of 6 RCNY § 5-77. A debt collector who is employed by another to collect or attempt to collect debts shall not be held liable for violation of 6 RCNY § 5-77.] Reserved.

(h) ***Public websites***. Any debt collector that utilizes, maintains, or refers New York City consumers to a website accessible to the public that relates to debts for which debt collection procedures have been instituted must clearly and conspicuously disclose, on the homepage of such website or on a page directly accessible from a hyperlink on the homepage labeled "**NYC Rules on Language Services and Rights**", the following disclosures:

(1) a statement informing the consumer of any language access services available[, including whether the consumer may obtain from the debt collector a translation of any communication into a language other than English]; and

(2) a statement that a [translation and description of commonly-used debt collection terms is available in multiple languages on the Department's website, www.nyc.gov/dca] Glossary of Common Debt Collection Terms and other resources are available in different languages at [www.nyc.gov/dcwp.

(i) ***Time-barred debts***. In connection with the collection of a debt, the following requirements must be met:

(1) A debt collector must maintain reasonable procedures for determining the statute of limitations applicable to a debt it is collecting and whether such statute of limitations has expired.

(2) *Notice of Time-Barred Debt.* If a debt collector, including a debt collection agency that must provide information to a consumer pursuant to section 20-493.2(b) of the Administrative Code, seeks to collect on a debt for which the debt collector knows or has reason to know, that the statute of limitations for such debt has expired, the debt collector must, before contacting the consumer about the time-barred debt by any other means, deliver to the consumer by U.S. mail or other delivery service a written notice of time-barred debt that:

(i) clearly and conspicuously discloses in English and any other language used by the debt collector to communicate with the consumer substantially the same time-barred-debt disclosure below, except for changes allowed to conform with New York State's disclosure:

- **THE TIME TO SUE ON THIS DEBT HAS EXPIRED.**

  IF YOU ARE SUED ILLEGALLY:

  - It is a violation of federal law (the Fair Debt Collection Practices Act).
  - You may be able to stop the lawsuit by telling the court that the statute of limitations on this debt expired.
  - You are not required to admit that you owe this debt, promise to pay this debt, or waive the statute of limitations on this debt.
    - Note: If you make a payment on this debt, the creditors' right to sue you and make you pay the entire debt *may* start again.
  - Consult an attorney or a legal aid organization to learn more about your legal rights and options;

(ii) includes the disclosure required pursuant to paragraph (15) of subdivision (d) of this section; and

(iii) if the debt collector has already sent the consumer a validation notice pursuant to paragraph (1) of subdivision (f) of this section, an offer to provide the consumer a copy of such validation notice.

(3) *Waiting Period.* The debt collector must wait at least 14 consecutive days after mailing to the consumer the notice of time-barred debt pursuant to paragraph (2) of this subdivision. During such waiting period, the debt collector must permit receipt of, and monitor for, notifications of undeliverability from communications providers. If the debt collector receives such notification during such waiting period, the debt collector must not contact the consumer, by any other means of communication, to collect the time-barred debt until the debt collector otherwise satisfies paragraph (2) of this subdivision.

(4) *Subsequent Communications*. Unless otherwise permitted by law, the debt collector may not, without the prior written and revocable consent of the consumer given directly to the debt collector, contact such consumer in connection with the collection of time-barred debt exclusively by telephone or by other means of oral or electronic communication. During any oral communications with the consumer, the time-barred disclosure must be given to the consumer to reasonably inform the consumer of the expired debt, in a language the consumer understands, before the debt collector conducts any collection activity, including discussing the amount of the debt. After mailing the notice of time-barred debt disclosure required in paragraph (2) of this subdivision, the debt collector must redeliver such time-barred debt disclosure to the consumer by U.S. mail or other delivery service within 5 days after each oral communication with the consumer unless the debt collector has already mailed such time-barred debt disclosure notice within 30 days. Any subsequent notice sent to the consumer electronically must be in accordance with other sections or laws, such as section 101(c) of the Electronic Signatures in Global and National Commerce Act (E–SIGN Act)(15 U.S.C. 7001(c)) or their successor provisions. A debt collector may not enter into a settlement agreement or receive payment on a time-barred debt account from a consumer, if the debt collector has not satisfied this paragraph and paragraphs (2) and (3) of this subdivision.

(5) A debt collector must include substantially the same time-barred debt disclosure as the disclosure contained in paragraph (2) of this subdivision in every permitted communication for each debt that is beyond the applicable statute of limitations, in at least 12 point type that is set off in a sharply contrasting color from all other types on the communication, and placed on the first page adjacent to the identifying information about the amount claimed to be due or owed on such debt. A debt collector may include additional language to the time-barred-debt disclosure as may be required by the State of New York to send the consumer one disclosure notice.

(6) A debt collector has satisfied the requirements of paragraph (2) of this subdivision if it included such required disclosure in the validation notice required by paragraph (1) of subdivision (f) of this section. Nothing in this paragraph shall be construed to limit other requirements of subdivision (f) of this section.

(j) ***Medical debt from a covered medical entity****. In general.* In connection with the collection of medical debt, as defined in paragraph (10) of this subdivision, from a consumer arising from charges from a covered medical entity, a debt collector is:

(1) prohibited from collecting or attempting to collect on such medical debt if the debt

collector knows or should know that:

(i) To do so violates federal, state, or local law, or the financial assistance policy of the covered medical entity.

(ii) The person has an open application for financial assistance with the covered medical entity.

(iii) The financial assistance policy should have provided financial assistance to the person to cover all, or a portion, of the medical debt.

(iv) A misrepresentation was made to the person about the financial assistance policy or payment options regarding the medical debt, including, but not limited to:

(A) The person was wrongly denied, or not given proper and timely notice of, available financial assistance;

(B) The person was discouraged from applying for financial assistance;

(C) The person was induced to agree to pay for all or part of the medical debt with misinformation about payment options or the financial assistance policy; or

(D) The person was only presented with options to pay or to agree to pay for all or part of the medical debt regardless of income level.

(2) required to conduct reasonable corrective measures upon obtaining information that the financial assistance policy was not disclosed to the consumer as required by law, or that there may be a violation of federal, state, or local law. A consumer may provide such information to the debt collector, by any means of communication or in any language used by the debt collector to collect debt, without the debt collector requiring the consumer to submit any supporting documentation to the debt collector. Corrective measures must be taken as follows:

(i) Inform the entity that placed the account with the debt collector within one business day that the debt may be subject to the covered medical entity's financial assistance policy.

(ii) Provide and record in plain language the following statement: "**A FINANCIAL ASSISTANCE POLICY MAY APPLY TO THIS MEDICAL DEBT**," in a manner readily noticeable and searchable, in the following records:

(A) all of the consumer's accounts arising from medical debt from the covered medical entity, from one discrete hospitalization, or related treatments of one general health condition within a six-month period;

(B) a written notification that must be sent by U.S. mail or other delivery service to the consumer along with the verification of the debt in accordance with paragraphs (7) and (10) of subdivision (f) of this section; and

(C) a written notification that must be sent to any receiving party upon transferring any of the consumer's accounts with medical debt from the same covered medical entity.

(iii) Provide any disclosure to the consumer regarding the financial assistance policy, by U.S. mail or other delivery service, clearly and conspicuously on the first page of any written communication from the debt collector to the consumer, and such disclosure must not be placed on the reverse side of the page or the second page. Any written notification to a consumer regarding the financial assistance policy may not be delivered exclusively by the debt collector through electronic means.

(iv) Maintain a monthly log or record of all consumer accounts in which the debt collector took corrective measures as required in this subdivision and such measures must be easily identifiable and searchable in each consumer account.

(k) ***Record retention***. A debt collector must retain the following records to document its collection activities with consumers:

(1) Records that are evidence of compliance or noncompliance with part 6 of subchapter A of chapter 5 of title 6 of the Rules of the City of New York starting on the date that the debt collector begins collection activity on the debt until three years after the debt collector's last collection activity on the debt.

(2) Monthly logs or a record of the following:

(i) all complaints filed by consumers against the debt collector and sent to the debt collector, including those filed with the agency directly or with any not-for-profit entity or governmental agency, identifying for each complaint the date, the consumer's name, and account information, the source of the complaint, a summary of the consumer's complaint, the debt collector's response to the complaint, if any, and the current status of the complaint;

(ii) all disputes or requests for verification of the debt made by consumers, identifying each consumer's name and account information, the date of the dispute or request for verification, and the date and type of response, if any, sent by the debt collector; and

(iii) all requests to cease further communication made by consumers, identifying the consumer's name and account information, the date of the request, and the date and purpose of any further contacts by the debt collector after receipt of the request from the consumer.

To comply with this subdivision, debt collectors may combine all the monthly logs or records into one document or record or use a template: "Report for Consumer Activity" as made available on the Department's website at www.nyc.gov/dcwp.

Section 5. This rule takes effect September 1, 2026.