November 5, 2026

New York City Department of Consumer and Worker Protection
42 Broadway
New York, NY 10004

By email: Rulecomments@dcwp.nyc.gov

**Re: Comments on Proposed Rules Regarding Automated Customer Service Systems (6 RCNY Subchapter U)**

Dear Commissioner Levine:

I submit these comments on the Department's proposed rules governing automated customer service systems. I strongly support the Department's effort to prohibit deceptive and unconscionable trade practices tied to automated interfaces that waste consumers' time, provide erroneous information, and obstruct access to human representatives.

The proposal addresses a genuine consumer-protection problem. Businesses should be free to use technology that actually helps their customers. They should not, however, be free to use technology as a shield against corporate accountability, or as a means of avoiding responsibility for problems that the business itself must resolve.

The proposed rule is an important start. However, to truly protect New York consumers, the final framework must do more than just unlock the entrance to the maze—it needs to ensure consumers can actually get out. Compliance cannot begin and end with a chatbot that passes the buck to an untrained human agent. A truly accountable customer service system must be an unyielding, continuous chain of compliance: one that proactively highlights localized license rights, honors the original language of the transaction, strips away digital barriers for people with disabilities, and locks in a verifiable paper trail the moment a session closes. The goal here is not just to document that a consumer tried to get help; it is to ensure they actually receive it.

I recommend that the Department revise the proposal to address the following issues.

**1. Expand the Definition of "Customer Service" in 6 RCNY § 5-310**

The definition of "customer service" in 6 RCNY § 5-310 must be broad enough to cover the full range of post-sale assistance that consumers reasonably expect from merchants. Customer service does not end when a transaction is completed; many of the most consequential consumer problems arise afterward. Consumers may need help with defective products, warranties, technical support, delivery failures, missing orders, service interruptions, inaccurate records, account access, data corrections, insurance claims,

accessibility barriers, or other problems that do not fit neatly into a conventional billing or refund inquiry.

The rule should explicitly make clear that a business cannot avoid its obligations by labeling an interaction "technical support," "account services," or "self-service." A problem does not cease to be a customer-service problem because a business gives it a different name.

> **6 RCNY § 5-310 Amended Definition of Customer Service.**
> *"Customer service" means assistance by a merchant to a consumer, in response to an inquiry from such consumer, regarding a product, service, account, refund, billing matter, complaint, cancellation request, fraud claim, or dispute in relation to the sale or purchase of a good or service. This definition shall encompass all inquiries made before, during, or after a transaction, including but not limited to technical support, troubleshooting, installation, repair, maintenance, warranty claims, account authentication, data or record corrections, and follow-up inquiries. A merchant shall not avoid the provisions of this subchapter by characterizing automated or human interactions under an alternative operational label."*

**2. Define "Meaningful Human Assistance" and Mandate Qualified Escalation Tiers in 6 RCNY § 5-312**

The proposal's provisions for access to a human representative are essential, but access alone is not enough. A consumer who is transferred to an entry-level agent who can do nothing more than repeat a chatbot's inadequate script has changed who is responding, not solved a problem. A human being reading from the same inadequate script is not necessarily an improvement over a machine reading from it.

The rule must require that human assistance be meaningful. Crucially, when a chatbot fails to resolve an issue and a consumer requests human intervention, the system must escalate the customer to a qualified representative. Merchants should be prohibited from routing consumers to low-tier human agents who lack the specialized knowledge, database permissions, or corporate authority to resolve the specific problem flagged by the automated interface. If the representative lacks the authority to resolve the matter, there must be an effective route to someone who can.

> **6 RCNY § 5-312(d) Requirements for Meaningful Human Assistance and Escalation Tiers.**
> *(1) Any live human representative to whom a consumer is connected via an automated system's human off-ramp must be adequately trained, have full access to the account and transaction records necessary to evaluate the inquiry, and*

*possess the corporate authority to execute an appropriate remedy or obtain an immediate decision from a supervisor.*

*(2) It shall be a deceptive trade practice under NYC Administrative Code § 20-701(a) and an unconscionable trade practice under NYC Administrative Code § 20-701(b) for a merchant to engage in the following customer service behaviors when an automated system transfers an unresolved inquiry to a human representative:*
*(i) Requiring a representative to repeat a scripted answer after the consumer has explained why that answer does not resolve the problem;*
*(ii) Restricting a representative from evaluating relevant facts that do not conform to a predetermined automated script or decision tree;*
*(iii) Routing a consumer to an entry-level representative or tier that lacks the specific operational data, access permissions, or organizational authority required to resolve the specific type of complaint, dispute, or cancellation flagged during the automated interface interaction;*
*(iv) Terminating an interaction or closing a complaint file solely because the automated system has generated a response, a transfer has occurred, or a statutory deadline has expired while the consumer's core inquiry remains unaddressed.*

**3. Prohibit the Use of FAQs and Generic Website Referrals as Substitutes for Individualized Assistance or Prerequisites to Reaching a Human in 6 RCNY § 5-312**

The proposed rule appropriately addresses repeated failures to respond meaningfully to consumers' inquiries. It should make explicit, however, that merely directing a consumer to an FAQ page, generic website, or self-service tool does not constitute an adequate response. FAQs are useful for general questions, but they are not a universal solvent for distinct consumer disputes.

A consumer disputing a specific charge, seeking correction of an account, reporting a failed delivery, challenging a denial of a claim, or following up on a promised refund ordinarily needs an answer that addresses the relevant individual facts. A link to a general page may be helpful as supplemental information, but it should not be treated as a resolution when individualized assistance is reasonably necessary. Nor should a consumer who has asked for a live representative be required to review FAQs, consult a generic website, or complete automated self-service steps first; a human-contact option is not meaningful if it sits behind another series of automated obstacles. The proposed definition of "single-step transfer mechanism" already bars additional automated steps, but the alternative routes in § 5-312(c)(2), such as a telephone number or contact form, carry no similar protection.

**6 RCNY § 5-312(c)(3) Inadequacy of Generic Referrals for Individualized Inquiries.**

*A merchant utilizing an automated customer service system shall not satisfy its obligation to provide a meaningful response or a human off-ramp solely by referring a consumer to a generic FAQ page, website link, or automated self-service tool when:*

*(i) The consumer has explicitly stated that the provided resource does not address their inquiry;*

*(ii) The inquiry requires access to individualized account transaction history, individualized metrics, or personal data;*

*(iii) The matter involves an active dispute, a requested legal remedy, or a time-sensitive statutory right; or*

*(iv) The consumer has requested human assistance, in which case the merchant shall not require the consumer to review FAQs, consult a generic website, or complete automated self-service steps as a predicate to reaching a live representative.*

**4. Establish an Affirmative Duty to Proactively Flag License-Specific Rights in 6 RCNY § 5-312**

The Department should ensure that automated customer service systems cannot be used to obscure, delay, or bury time-sensitive consumer rights mandated under specific City license categories (e.g., used car dealers, home improvement contractors). These specific industries are already subject to rigid, legally mandated customer service obligations—including strict contract cancellation windows, cooling-off periods, and mandatory consumer disclosures.

When a consumer initiates an inquiry regarding a protected transaction, the merchant must have an affirmative obligation to surface—rather than conceal—applicable statutory protections. This duty must apply uniformly across the entire customer service chain; both the automated chatbot and any subsequent human representative must proactively flag these rights rather than burying them behind automated loops or script deflections once a relevant customer service inquiry is initiated.

**6 RCNY § 5-312(e) Proactive Disclosure of License-Specific Rights.**

*Compliance with this subchapter establishes a baseline requirement and does not excuse a merchant from complying with other applicable consumer protection laws. Where a merchant is licensed under any other chapter of this Title, its automated customer service system—including both the automated interface and any live human representative to whom a consumer is connected—must immediately*

*recognize, proactively flag, and clearly disclose to the consumer any applicable statutory rights, cancellation windows, or mandatory disclosures governing that license category, particularly when a consumer explicitly invokes or references those requirements. Merchants shall not utilize automated menus or human routing to obscure, delay, or bury these localized consumer rights.*

**5. Secure Comprehensive, Continuous, and Grounded Language Access in 6 RCNY § 5-312**

The Department should close a critical loophole regarding language accessibility. While the proposed rule requires the initial automated system disclosure to match the language currently being used, it fails to protect a consumer's right to complete the entirety of a customer service interaction in that language.

To bridge this gap cleanly and maintain consistency with existing municipal frameworks, the Department should introduce a two-pronged language requirement. First, the interface must maintain continuity so a chatbot cannot pivot mid-stream to English or transfer a non-English speaker to a monolingual human agent. Second, it must anchor directly to the precedent of NYC Administrative Code § 20-701(a), which establishes that forcing non-English-speaking consumers into English-only post-sale frameworks is a deceptive trade practice if the material terms of that transaction were predominantly negotiated in a non-English language.

**Prong 1: Continuity of the Immediate Interface Language**

**Recommended Amendment to Proposed Rule 6 RCNY § 5-312(a):**
*(a) Disclosure regarding automated customer service systems. It is a deceptive trade practice for a merchant to use an automated customer service system to engage in a covered interaction unless such merchant clearly and conspicuously discloses that the consumer is interacting with an automated customer service system and not a human representative. Such disclosure must be made at the beginning of a covered interaction and in the language being used for the interaction.* ***Where a covered interaction is initiated or conducted in a language other than English, the merchant must maintain the entire customer service interaction—inclusive of the automated interface, menus, scripts, and any live human representative to whom the consumer is subsequently connected—in that same language.***

**Prong 2: Consistency with Prior Translation Requirements under NYC Administrative Code § 20-701(a)**

**6 RCNY § 5-312(f) Consistency with Language Translation Requirements under NYC Administrative Code § 20-701(a).**
*Where a merchant is required under NYC Administrative Code § 20-701(a) to provide translations because a consumer transaction was predominantly negotiated in a language other than English, any automated customer service system utilized to service that transaction—including both the automated interface and any live human representative to whom a consumer is subsequently connected—must provide the entire customer service interaction in that same non-English language. Utilizing automated systems, menus, scripts, or human routing flows that fail to accommodate the original transaction language to handle a dispute, cancellation, billing matter, or complaint shall constitute a deceptive trade practice under NYC Administrative Code § 20-701(a).*

**6. Ground Accessibility Requirements in Department Authority Over Unconscionable Trade Practices Under NYC Administrative Code § 20-701(b)**

Automated interfaces that block or fail to accommodate individuals with disabilities are structurally unconscionable. Under NYC Administrative Code § 20-701(b), an unconscionable trade practice includes any act that unfairly takes advantage of the lack of ability, knowledge, or capacity of a consumer. The Commissioner possesses clear statutory authority to define and describe such unconscionable practices with reasonable particularity via rulemaking.

When a merchant deploys an automated customer service system or telephone voice loop that locks out consumers with visual, hearing, speech, or cognitive impairments, the system is actively taking unfair advantage of a consumer's baseline capacity to communicate an inquiry, dispute, or contract cancellation. To enforce compliance under this explicit local law authority, the Department must codify that failing to provide operational, accessible automated interfaces and human off-ramps violates the capacity safeguards under NYC Administrative Code § 20-701(b).

**6 RCNY § 5-312(g) Mandatory Accessibility and Nondiscrimination.**
*(1) Any automated customer service system utilized by a merchant must maintain structural compatibility with standard assistive technology, including screen readers. Automated telephone voice-response systems must provide functional options for extended response times or direct touch-tone alternatives to prevent*

*premature interaction timeouts for consumers with communication, hearing, or speech impairments.*

*(2) A live human representative or routing loop at the system's human off-ramp must accommodate and accept alternative digital communication channels, including text-to-speech technologies or Telecommunications Relay Services (TRS) utilized by a consumer, without interrupting, delaying, or disconnecting the continuous handling of the consumer's inquiry.*

**7. Mandate Automatic Retention and Transmission of Records Upon Interrupted Session Disconnection in 6 RCNY § 5-313**

A pervasive issue with automated chat platforms is the complete deletion of interaction logs upon unexpected network disconnections, user timeouts, or human transfers. This structural vulnerability leaves consumers with no record of their dispute submission, explicit contract cancellations, or potentially deceptive statements made by the merchant's automated agent.

To protect the integrity of consumer disputes, the Department must require that automated systems automatically save and transmit complete interaction records to the consumer if an interaction is interrupted or ended prematurely. This ensures that technical instability does not wipe away critical evidence needed to verify that a consumer met a statutory deadline or lodged a fraud report.

**6 RCNY § 5-313(c) Preservation and Transmission of Disconnected Interaction Records.**

*In the event that an interaction with an automated customer service system is terminated, disconnected, or timed out prior to full resolution—whether due to technical failure, merchant routing, or customer inactivity—the merchant shall have an affirmative obligation to preserve the complete interaction log. Within two (2) hours of such disconnection, the merchant must automatically transmit a copy of the conversation transcript to the consumer via text message, email, or regular mail. This record must include unique identifying information, including the merchant's name, license number (where applicable), a unique interaction tracking ID, the exact timestamps of the logs, and the specific consumer account or transaction reference number. The record shall be uploaded to a secure portal if necessary to preserve customer privacy, security, or confidentiality.*

**8. Mandate Post-Interaction Transcript Transmission With Complete Identifying Information Upon Successful Completion in 6 RCNY § 5-313**

While section 7 addresses the urgent problem of unexpected disconnections, the proposed rule also fails to protect consumers who complete a chatbot or automated system interaction normally. Currently, when an automated customer service session ends, the chat interface simply closes, erasing the dynamic interaction history.

This creates a severe evidentiary vacuum for consumers. If a chatbot gives a consumer an explicit confirmation number, handles a dispute, promises an account credit, or confirms a cancellation, the consumer is left with absolutely no proof of the transaction or the merchant's specific representations. To prevent deceptive trade practices under NYC Administrative Code § 20-701(a), the rule should require merchants to automatically present and transmit a comprehensive record of the transaction at the conclusion of every covered interaction, locking in transparency for the post-interaction relationship.

> **6 RCNY § 5-313(d) Post-Interaction Record Delivery and Tracking Requirements.** *(1) Upon the normal conclusion or resolution of any covered interaction utilizing an automated customer service system, the merchant must automatically present the consumer with an option to immediately download, print, or transmit a complete, unedited, and timestamped transcript of the entire interaction.*
>
> *(2) Regardless of the consumer's immediate selection under paragraph (1), the merchant shall automatically transmit a digital or written copy of the complete interaction record to the consumer via their registered email or text message within two (2) hours of the session's conclusion.*
>
> *(3) The record shall include the merchant's email address and telephone number for follow-up inquiries.*
>
> *(4) The record shall be uploaded to a secure portal if necessary to preserve customer privacy, security, or confidentiality.*

**9. Establish Concrete Time Limits and Hold Thresholds for Human Handoffs in 6 RCNY § 5-312**

The Department's proposal correctly seeks to ensure that merchants provide a human off-ramp, but it does not regulate the time a consumer can be forced to wait inside that transfer queue. Without an explicit, legally mandated hold ceiling, merchants can easily evade the intent of this subchapter by offering a nominal transfer mechanism that leaves New Yorkers on indefinite, unresolved holds.

To ensure the human off-ramp is functional rather than performative, the Department should establish clear, predictable time boundaries for live connectivity.[1] If queues are severely backed up, the system must respect the consumer's time by shifting from passive waiting to an accountable callback mechanism. The time limits should run from the consumer's first request, apply to cumulative waits and not just the initial one, and be supported by records sufficient to show compliance. A good-faith standard, as in California, accommodates genuine operational constraints without excusing ordinary staffing shortages or high call volume.

> **6 RCNY § 5-312(h) Maximum Hold Times and Appointment Requirements.**
> *(1) When a consumer utilizes a system's human off-ramp during standard business hours, the merchant must make a good-faith operational effort to connect the consumer with a qualified live representative within fifteen (15) minutes of the request.*
>
> *(2) If connectivity to a live human representative cannot be achieved within fifteen (15) minutes, the automated customer service system must automatically provide the consumer with a clear option to schedule a binding callback appointment with a qualified human representative to occur within one (1) business day. The consumer may accept the appointment or remain in the queue, and the merchant shall confirm the date, time, and means of contact for any scheduled callback.*
>
> *(3) The merchant shall make a good-faith effort to limit any individual hold or wait after connection to fifteen (15) minutes, and cumulative hold, wait, and escalation-queue time to one (1) hour.*
>
> *(4) The time periods in this section begin with the consumer's first request for human assistance. Transfers, new queues, or requests that the consumer repeat information shall not restart or erase prior waiting time.*
>
> *(5) An automated acknowledgment, a transfer to another automated system, or a representative who merely redirects the consumer to the same automated process does not constitute human assistance under this section.*
>
> *(6) The merchant shall maintain records sufficient to demonstrate compliance with this section, including the time of each request for human assistance, wait times, transfers, and callbacks.*

[1] This recommendation draws on California's Right to Human Customer Service Act, AB 1609.

**10. Require Continuous Disclosures for Hybrid Automated-Human Systems in 6 RCNY § 5-312**

Deceptive practices arise when merchants utilize hybrid customer service platforms that seamlessly cycle a consumer back and forth between a live human agent and an automated bot mid-interaction without notice. A consumer who believes they are text-chatting with an accountable human representative may actually be redirected to a machine interface mid-stream.

To maintain transparency, a merchant must ensure that the consumer is continuously aware of whether they are communicating with a human or an automated system, a principle already reflected in international transparency frameworks like Article 50(1) of the European Union's AI Act, which requires that people be informed when they are interacting with an AI system. The rule should explicitly require that any mid-interaction shift from human to automated assistance triggers a clear, real-time disclosure so that the consumer is never deceived about who or with what they are communicating. The disclosure should appear on the screen rather than in terms of service or a link and should remain visible throughout the interaction rather than appearing only at the beginning.

> **6 RCNY § 5-312(i) Disclosure Continuity in Hybrid Interactions.**
> *Where a customer service interaction transitions from a live human representative to an automated system, or where automated scripts generate responses interspersed within a live human dialogue, the system must provide an immediate, prominent notification at the exact point of transition and maintain a clear and conspicuous on-screen visual indicator, visible throughout the interaction, notifying the consumer that they are interacting with an automated interface.*

**11. Establish a Regulatory Catch-All to Address Evolving Automated Practices That Undercut Consumer Protections in 6 RCNY § 5-314**

As conversational artificial intelligence and automated systems rapidly evolve, merchants will inevitably develop new interface designs, algorithmic barriers, and routing methodologies that are not explicitly enumerated in these rules but nonetheless frustrate, delay, or evade a consumer's right to meaningful assistance. Emerging practices—such as using automated sentiment detection to dynamically alter consumer options or deploy strategic wait times—can actively undermine the core intent of this subchapter.

To ensure this framework remains resilient and adaptive, the Department should establish a flexible catch-all provision. This provision acknowledges the evolving nature of automated customer service technology and clarifies that any technological mechanism used to systematically obstruct, delay, or dilute a consumer's ability to execute a post-sale

inquiry, cancellation, or dispute shall be evaluated as a deceptive practice under NYC Administrative Code § 20-701(a) or an unconscionable practice under NYC Administrative Code § 20-701(b).

> **6 RCNY § 5-314 Evolving Automated Barriers and Subchapter Intent.**
> *The provisions of this subchapter establish a baseline framework and shall not be construed as an exhaustive list of prohibited automated behaviors. It shall constitute an unconscionable trade practice under NYC Administrative Code § 20-701(b) and a deceptive trade practice under NYC Administrative Code § 20-701(a) for a merchant to deploy any updated feature, algorithmic modification, or interface behavior within an automated customer service system that operates to systematically obscure, delay, distort, or frustrate a consumer's ability to execute a legitimate billing dispute, transaction cancellation, fraud report, or human off-ramp connection.*

**Conclusion**

I appreciate the Department's efforts to protect consumers and ensure businesses provide meaningful and timely customer service and am hopeful that the Department will consider the proposed amendments in furtherance of those goals.

Respectfully submitted,

Marla Tepper[2]

[2] Marla Tepper previously served as General Counsel and Deputy Commissioner of the Department. Ms. Tepper currently provides volunteer services to Georgia Watch, a consumer advocacy organization. The comments are her own opinions.