

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2017

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HOUSE BILL DRH10165-MM-89 (03/23)

Short Title: Define "Consumer" - Auto Renewal Contracts. (Public)

Sponsors: Representative Bradford.

Referred to:

1 A BILL TO BE ENTITLED  
2 AN ACT TO DEFINE THE TERM "CONSUMER" FOR PURPOSES OF THE LAW  
3 RELATED TO CONTRACTS WITH AUTOMATIC RENEWAL CLAUSES.

4 The General Assembly of North Carolina enacts:

5 SECTION 1. G.S. 75-41 is amended by adding a new subsection to read:

6 "§ 75-41. **Contracts with automatic renewal clauses.**

7 (a) Any person engaged in commerce that sells, leases, or offers to sell or lease, any  
8 products or services to a consumer pursuant to a contract, where the contract automatically  
9 renews unless the consumer cancels the contract, shall do all of the following:

- 10 (1) Disclose the automatic renewal clause clearly and conspicuously in the  
11 contract or contract offer.  
12 (2) Disclose clearly and conspicuously how to cancel the contract in the initial  
13 contract, contract offer, or with delivery of products or services.  
14 (3) For any automatic renewal exceeding 60 days, provide written notice to the  
15 consumer by personal delivery, electronic mail, or first-class mail, at least 15  
16 days but no earlier than 45 days before the date the contract is to be  
17 automatically renewed, stating the date on which the contract is scheduled to  
18 automatically renew and notifying the consumer that the contract will  
19 automatically renew unless it is cancelled by the consumer prior to that date.  
20 (4) If the terms of the contract will change upon the automatic renewal of the  
21 contract, disclose the changing terms of the contract clearly and  
22 conspicuously on the notification in at least 12 point type and in bold print.

23 (b) Repealed by Session Laws 2016-113, s. 16(a), effective July 26, 2016, and  
24 applicable to contracts entered into on or after that date.

25 (c) A person that fails to comply with the requirements of this section is in violation of  
26 this section unless the person demonstrates that all of the following are its routine business  
27 practice:

- 28 (1) The person has established and implemented written procedures to comply  
29 with this section and enforces compliance with the procedures.  
30 (2) Any failure to comply with this section is the result of error.  
31 (3) Where an error has caused the failure to comply with this section, the person  
32 provides a full refund or credit for all amounts billed to or paid by the  
33 consumer from the date of the renewal until the date of the termination of the  
34 contract, or the date of the subsequent notice of renewal, whichever occurs  
35 first.



1 (d) This section does not apply to insurers licensed under Chapter 58 of the General  
2 Statutes, or to banks, trust companies, savings and loan associations, savings banks, or credit  
3 unions licensed or organized under the laws of any state or the United States, or any foreign  
4 bank maintaining a branch or agency licensed under the laws of the United States, or any  
5 subsidiary or affiliate thereof, nor does this section apply to any entity subject to regulation by  
6 the Federal Communications Commission under Title 47 of the United States Code or by the  
7 North Carolina Utilities Commission under Chapter 62 of the General Statutes, or to any entity  
8 doing business directly or through an affiliate pursuant to a franchise, license, certificate, or  
9 other authorization issued by a political subdivision of the State or an agency thereof.

10 (d1) For purposes of this section, the term "consumer" means any natural person who  
11 purchases or leases any products or services pursuant to a contract containing an automatic  
12 renewal clause for personal, family, household, or agricultural purposes.

13 (e) A violation of this section renders the automatic renewal clause void and  
14 unenforceable."

15 **SECTION 2.** This act becomes effective October 1, 2017, and applies to contracts  
16 entered into on or after that date.