

# MAINE STATE LEGISLATURE

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**LAWS**  
**OF THE**  
**STATE OF MAINE**

**AS PASSED BY THE**

**ONE HUNDRED AND TWENTY-EIGHTH LEGISLATURE**

**SECOND SPECIAL SESSION**  
**June 19, 2018 to September 13, 2018**

**THE GENERAL EFFECTIVE DATE FOR**  
**SECOND SPECIAL SESSION**  
**NON-EMERGENCY LAWS IS**  
**DECEMBER 13, 2018**

**ONE HUNDRED AND TWENTY-NINTH LEGISLATURE**

**FIRST REGULAR SESSION**  
**December 5, 2018 to June 20, 2019**

**THE GENERAL EFFECTIVE DATE FOR**  
**FIRST REGULAR SESSION**  
**NON-EMERGENCY LAWS IS**  
**SEPTEMBER 19, 2019**

**PUBLISHED BY THE REVISOR OF STATUTES**  
**IN ACCORDANCE WITH THE MAINE REVISED STATUTES ANNOTATED,**  
**TITLE 3, SECTION 163-A, SUBSECTION 4.**

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**Augusta, Maine**  
**2019**

for that consumer to play offline. "Internet game service" does not include online gambling or other gaming in which a person participates to win money.

D. "Mobile app" means a software application designed to be operated on a mobile device such as a smartphone.

E. "Online media player" means an online service that delivers audio or video content.

F. "Online software" means software provided by an online application.

G. "Seller" means a person who sells, leases or offers to sell or lease automatic subscription renewals or extended automatic subscription renewals and does not include an entity providing only the host platform on the website of an Internet game service.

H. "Social networking service" means an online service that facilitates the building of social relations and the sharing of information among specified groups of people.

**2. Method of cancellation of automatic subscription renewal.** A seller may not make an automatic subscription renewal offer to a consumer in this State unless the seller presents that consumer with an easily accessible disclosure of the methods that the consumer may use to cancel the subscription. The seller must provide for online cancellation of the subscription by any means of communicating information over a computer network. If a phone number is also provided for the purposes of cancellation of the subscription, the number must be toll-free and must be prominently displayed in the disclosure.

**3. Extended automatic subscriptions.** A seller may not make an extended automatic subscription renewal offer to a consumer in this State unless the seller notifies the consumer of the automatic renewal. Notice must be provided to the consumer no less than 30 days and no more than 60 days before the cancellation deadline pursuant to the automatic subscription renewal. The seller must provide for online cancellation of the subscription by any means of communicating information over a computer network. The notice must disclose clearly and conspicuously:

A. That unless the consumer cancels the subscription it will automatically renew; and

B. Where the consumer can obtain details regarding the automatic subscription renewal and cancellation procedure.

**4. Application.** This chapter applies only to an agreement entered into or renewed after January 1, 2020 under which a seller makes an automatic subscription renewal or extended automatic subscription renewal offer to a consumer in this State.

#### **§1210-D. Violation**

**1. Violations.** A violation of this section is a violation of the Maine Unfair Trade Practices Act.

**2. Exceptions.** An action may not be brought under the Maine Unfair Trade Practices Act if a seller violates this chapter as the result of an error and provides a full refund or credit for all amounts billed to or paid by the consumer from the date of the subscription renewal until the date of the termination of the subscription or the date of the subsequent notice of renewal, whichever occurs first.

See title page for effective date.

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### CHAPTER 176

#### H.P. 733 - L.D. 978

#### An Act To Clarify Maine's Protection from Abuse Statutes

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 19-A MRSA §4002, sub-§7** is enacted to read:

**7. Social media.** "Social media" means an electronic medium or service through which users create, share and view user-generated content, including, but not limited to, videos, still photographs, blogs, video blogs, podcasts, instant and text messages, e-mail, online service accounts and Internet website profiles and locations.

**Sec. 2. 19-A MRSA §4007, sub-§1, ¶D**, as enacted by PL 1995, c. 694, Pt. B, §2 and affected by Pt. E, §2, is amended to read:

D. Directing the defendant to refrain from having any direct or indirect contact with the plaintiff, including via social media;

See title page for effective date.

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### CHAPTER 177

#### S.P. 491 - L.D. 1556

#### An Act Regarding Filing Fees in Transmission Line Proceedings

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 35-A MRSA §3132, sub-§10-A**, as enacted by PL 2009, c. 26, §1, is amended to read:

**10-A. Filing fee to Office of the Public Advocate.** When a person pays a filing fee to the commis-

sion pursuant to subsection 9, the person shall, at the same time, pay to the Office of the Public Advocate an amount equal to ~~1/100~~ 2/100 of 1% of the estimated cost to erect, rebuild or relocate the transmission line. If the Office of the Public Advocate's expenses in the transmission line proceeding exceed the amount of the original filing fee, the Office of the Public Advocate may bill the person monthly for additional incurred expenses. The person may, at the time of the filing of the petition under this section, request the Office of the Public Advocate to waive all or a portion of the filing fee. The Office of the Public Advocate shall decide on the waiver request within 30 days.

Filing fees paid as required under this subsection must be segregated, apportioned and expended by the Office of the Public Advocate for the purposes of representing the interests of consumers in the proceeding before the commission or conducting public outreach to inform consumers about the proceeding. The Office of the Public Advocate shall return any portion of the filing fee that is not expended for these purposes to the person who paid the fee.

See title page for effective date.

**CHAPTER 178**

**S.P. 372 - L.D. 1197**

**An Act To Amend the Law Prohibiting the Denial by Health Insurers of Referrals by Out-of-network Providers**

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 24-A MRSA §4303, sub-§22**, as enacted by PL 2017, c. 232, §7, is amended to read:

**22. Denial of referral by out-of-network provider prohibited.** Beginning January 1, 2018, a carrier may not deny payment for any health care service covered under an enrollee's health plan based solely on the basis that the enrollee's referral was made by a direct primary care provider who is not a member of the carrier's provider network. A carrier may not apply a deductible, coinsurance or copayment greater than the applicable deductible, coinsurance or copayment that would apply to the same health care service if the service was referred by a participating primary care provider. A carrier may require a direct primary care provider making a referral who is not a member of the carrier's provider network to provide information demonstrating that the provider is a direct primary care provider through a written attestation or copy of a direct primary care agreement with an enrollee and may request additional information necessary to implement this subsection. As used in this subsection, "direct primary care provider" has the same

meaning as in Title 22, section 1771, subsection 1, paragraph B.

See title page for effective date.

**CHAPTER 179**

**S.P. 321 - L.D. 1089**

**An Act To Ban Discretionary Clauses in Disability Income Insurance Policies**

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 24-A MRSA §2770** is enacted to read:

**§2770. Absolute discretion clauses**

An individual health insurance policy, contract or certificate, including, but not limited to, a disability income insurance policy, contract or certificate, may not contain a provision purporting to reserve sole or absolute discretion to the insurer to interpret the terms of the contract, to provide standards of interpretation or review, to determine eligibility for benefits, to determine the amount of benefits or to resolve factual disputes. An insurer may not enforce a provision in a policy, contract or certificate that was offered, executed, delivered or issued for delivery in this State and has been continued or renewed by an individual policy holder in this State that purports to reserve sole or absolute discretion to the insurer to interpret the terms of the contract, to provide standards of interpretation or review, to determine eligibility for benefits, to determine the amount of benefits or to resolve factual disputes.

**Sec. 2. 24-A MRSA §2847-V** is enacted to read:

**§2847-V. Absolute discretion clauses**

A group health insurance policy, contract or certificate, including, but not limited to, a group disability income insurance policy, contract or certificate, may not contain a provision purporting to reserve sole or absolute discretion to the insurer to interpret the terms of the contract, to provide standards of interpretation or review, to determine eligibility for benefits, to determine the amount of benefits or to resolve factual disputes. An insurer may not enforce a provision in a policy, contract or certificate that was offered, executed, delivered or issued for delivery in this State and has been continued or renewed by a group policy holder in this State that purports to reserve sole or absolute discretion to the insurer to interpret the terms of the contract, to provide standards of interpretation or review, to determine eligibility for benefits, to determine the amount of benefits or to resolve factual disputes.