

Amendment to HB 1262-FN

1 Amend the title of the bill by replacing it with the following:

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3 AN ACT relative to home heating oil and propane contracts and sales.

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5 Amend the bill by replacing all after the enacting clause with the following:

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7 1 Petroleum Sales Contracts. Amend RSA 339:79 to read as follows:

8 339:79 Requirements for Guaranteed Price Plans, ~~and~~ Prepaid Contracts for Petroleum, **and**
9 ***Contracts for Petroleum.***

10 I. A contract with a consumer that offers a guaranteed price plan, requires prepayment by
11 the consumer, or ~~similar~~ **other** contracts shall be in writing and shall disclose the terms and
12 conditions of the plan. A solicitation for such a guaranteed price plan that could become a contract
13 upon response from a consumer shall also be in writing with the terms and conditions, ~~disclosed in~~
14 ~~plain language~~ **including any pre-buy fees or ancillary charges. Any contract shall also**
15 **include:**

16 (a) ***Dealer contact information for written or electronic communication in the***
17 ***event that a consumer wishes to make a notification to the dealer for discontinuation of the***
18 ***contract; and***

19 (b) ***The contract information for the New Hampshire department of justice***
20 ***consumer protection hotline.***

21 II. A contract for the retail sale of home heating oil, kerosene, or liquefied petroleum gas to a
22 consumer shall also indicate the total amount of money to be paid by the consumer, the gallons
23 committed by the fuel dealer to be delivered under the contract, the price per gallon, the payment
24 terms, **and disclose all fees, including tank rental fees and other ancillary fees**, the duration
25 of the contract, the remedies enforceable by the dealer against a non-performing consumer, and that
26 the contract is secured as provided in this section, **if applicable**. The information required by this
27 section shall be in plain language and shall be printed in no less than 12-point boldface type of
28 uniform font after the price of service described.

29 III. A contract that requires prepayment by the consumer shall comply with paragraphs I
30 and II of this section. Such contract also:

31 (a) Shall not be advertised or solicited by the dealer in any manner to advertise, solicit,
32 or promote the details of prepaid contracts being offered to consumers, nor shall the dealer solicit or

Amendment to HB 1262-FN
- Page 2 -

1 promote pre-buy services independent of all the services offered by the dealer, earlier than May 1 or
2 later than October 31 of the year in which the heating fuel season begins. Such contracts may be
3 signed prior to May 1 only at the request of the consumer.

4 (b) Shall ~~[require dealers to reimburse]~~ **provide the option for consumers to be**
5 **reimbursed** at the contract price for any undelivered pre-purchased fuel **and any prorated pre-**
6 **buy fees**, within 30 **calendar** days after the contract ends~~[, unless the dealer and consumer agree to~~
7 ~~different terms]~~.

8 (c) Shall include a clear explanation of the means by which the dealer will meet the
9 obligations of the contract for the entire contract period, including supplier agreements, futures
10 contracts, bonding, a line of credit or liquid product inventory.

11 (d) Shall not falsely claim coverage. Any dealer who falsely claims coverage or fails to
12 maintain coverage until the completion of the contract shall be guilty of a class A misdemeanor, in
13 addition to other penalties as provided in ~~[paragraph VI]~~ **this section**.

14 IV. No home heating oil, kerosene, or liquefied petroleum gas dealer shall enter into a
15 prepaid contract to provide home heating oil, kerosene, or liquefied petroleum gas to a consumer
16 unless that dealer has, within 7 days of the acceptance of the contract, obtained and maintained any
17 one of the following:

18 (a) A firm commitment in the form of a futures contract or other commitment that
19 guarantees that the dealer may purchase, at a fixed price, heating oil, kerosene, or liquefied
20 petroleum gas in an amount not less than 75 percent of the maximum number of gallons that the
21 dealer is committed to deliver pursuant to all prepaid contracts entered into by the dealer. The
22 amount of such futures contract may be reduced to reflect any amount of home heating oil, kerosene,
23 or liquefied petroleum gas already delivered to and paid for by the consumer;

24 (b) A surety bond, made payable to the attorney general, in an amount not less than 50
25 percent of the total amount of funds paid to the dealer by consumers pursuant to prepaid heating oil,
26 kerosene, or liquefied petroleum gas contracts;

27 (c) A letter of credit, made payable to the attorney general, from an FDIC-insured
28 institution in an amount that represents 100 percent of the cost to the dealer of the maximum
29 number of gallons that the dealer is committed to deliver pursuant to all prepaid contracts entered
30 into by the dealer. The cost shall be calculated at the time the contracts are entered into; or

31 (d) A liquid product inventory of home heating oil, kerosene, or liquefied petroleum gas
32 in an amount equal to 75 percent of the outstanding volume in gallons that the dealer is obligated to
33 deliver under the terms of prepaid contracts in force.

34 V. Paragraph IV of this section shall not apply to budget plans under which consumers pay
35 their yearly heating costs by making equal monthly payments.

36 V-a. A home heating oil, kerosene, or liquefied petroleum gas dealer who offers prepaid
37 contracts under this section shall register the dealer's intent to offer such contracts with the

1 secretary of state by May 1 of each year. Registration shall be on a form provided by the secretary of
2 state and shall indicate which securitization method or combination of methods listed in paragraph
3 IV are used to secure the contracts.

4 V-b. A home heating oil, kerosene, or liquefied petroleum gas dealer who offers prepaid
5 contracts under this section shall file an annual report with the secretary of state by December 1 of
6 each year demonstrating how the dealer has satisfied the requirements of this section, including how
7 the prepaid contracts are secured. The report shall be made on a form provided by the secretary of
8 state. The form shall conspicuously bear the warning that making a false statement on the form
9 shall constitute an unfair or deceptive act or practice in violation of RSA 358-A. The report shall be
10 signed by the dealer. If the dealer is a corporation, the report shall be signed by either the president
11 or an officer of the corporation and shall include a list of all of the members of the board of directors
12 of the corporation. The secretary of state may not charge a fee for the form or for filing the report.

13 VI. *If a consumer provides electronic or written notification of discontinuance of*
14 *the contract to a liquefied petroleum gas dealer, the dealer shall make every reasonable*
15 *attempt to transfer ownership of the tank to the consumer or another dealer, or within 60*
16 *calendar days from the date of notification or as soon as weather and access to the tank*
17 *allow, shall remove the dealer-owned tank. If a dealer cannot transfer ownership or*
18 *remove the tank within 60 calendar days, the dealer shall, in writing, inform the consumer*
19 *of the reasons for the delay and provide regular updates as to when the removal or transfer*
20 *will be completed. The sale of any tank shall be at the price agreed to in a then pre-*
21 *existing written contract, or if there is no pre-existing written contract, for the fair market*
22 *value of a tank in such current condition.*

23 VII. *Upon agreement of the dealer and the consumer at any time, or between*
24 *October 1 and April 30, if the consumer provides a written, electronic, or verbal request for*
25 *a fuel delivery and, at the time of the request, there are 25 gallons or less of heating fuel in*
26 *the consumer's tank, the dealer shall either:*

27 (a) *Deliver heating fuel within five calendar days of the consumer's request;*

28 (b) *Within 24 hours of the request, provide written authorization in compliance*
29 *with RSA 339-B:15 for another provider to deliver fuel to the consumer's tank; or*

30 (c) *Within 24 hours of the request, provide a written denial of the consumer's*
31 *request for emergency delivery, which includes the number of gallons of fuel in the*
32 *consumer's tank at the time of the request was made.*

33 VIII. *No dealer may charge a rental fee for a heating fuel tank that is owned by*
34 *another company or the consumer.*

35 IX. *Propane dealer refunds shall be handled as follows:*

36 (a) *Within 30 calendar days of the date when the dealer or consumer terminates*
37 *service or is notified by the consumer that the tank has been disconnected, whichever is*

1 *earlier, the dealer shall refund to the consumer the actual amount paid by the consumer*
2 *for the most recent delivery for propane remaining in the dealer owned storage tank, less*
3 *any payments due to the dealer from the consumer. Unless requested by the consumer, a*
4 *dealer shall not provide a refund in the form of reimbursement or credit to any account*
5 *with the dealer. No contract shall contain a provision whereby refunds are provided in the*
6 *form of reimbursement or credit to any account with the dealer.*

7 *(b) If the quantity of propane remaining in the dealer owned propane storage*
8 *tank cannot be determined with certainty, the dealer shall, within the time period set forth*
9 *in subparagraph (a), refund to the consumer, at the actual price per gallon paid by the*
10 *consumer for the most recent delivery, for 80 percent of the dealer's best reasonable*
11 *estimate of the quantity of heating fuel remaining in the tank, less any payments due from*
12 *the consumer. The dealer shall refund the remainder of the amount due as soon as the*
13 *quantity of heating fuel left in the tank can be determined with certainty, but no later than*
14 *14 calendar days after the removal of the tank or restocking of the tank at the time of*
15 *reconnection, whichever occurs first.*

16 *X. Disclosure of prices, fees and terms of service are as follows:*

17 *(a) Dealers shall not charge any fees, charges, surcharges or penalties related*
18 *to termination of propane service including but not limited to fees to remove the dealer's*
19 *storage tank from the premises (excluding actual excavation costs), pump out or restock*
20 *heating fuel from a dealer owned tank, or terminate service, if, regardless of current*
21 *ownership of the premises:*

22 *(1) The heating fuel above ground storage tank has been located on the*
23 *consumer's premises for 24 months or more; or*

24 *(2) The heating fuel underground storage tank has been located on the*
25 *consumer's premises for 60 months or more.*

26 *(b) Dealers shall provide the consumer with the option to purchase the propane*
27 *storage tank and associated equipment at any time during the term of service at a price*
28 *agreed to in a pre-existing written contract or if there is no pre-existing written contract,*
29 *at the fair market value for the tank in such condition.*

30 *(c) Prior to the commencement of service, a dealer shall notify the consumer of*
31 *its terms of service and provide a written disclosure itemizing all fees and their stated*
32 *duration that are applicable to the consumer based on stated usage and other pertinent*
33 *information. After establishing service, a dealer may increase a fee or add a new fee only*
34 *by providing written notification to the consumer. New or amended fees shall take effect*
35 *no sooner than 60 days after the dealer mails or delivers the notice to the consumer. The*
36 *dealer may only charge the consumer fees that are contained in the written disclosure. The*

1 *information required by this subparagraph shall be in plain language and shall be*
2 *printed in no less than 12-point boldface type of uniform font.*

3 **XI.** Failure to comply with *any provision of* this section shall constitute an unfair or
4 deceptive act or practice in violation of RSA 358-A.

5 2 Regulation of Business Practices for Consumer Protection; Acts Unlawful. Amend RSA 358-
6 A:2, XVI to read as follows:

7 XVI. Failing to deliver home heating fuel in accordance with a prepaid contract **or an**
8 **agreement whereby the dealer provides automatic delivery to a consumer.**

9 3 Effective Date. This act shall take effect 60 days after its passage.

Amendment to HB 1262-FN
- Page 6 -

2026-0979h

AMENDED ANALYSIS

This bill updates requirements for home heating oil, kerosene, and propane dealers, adding contract disclosures, limits on fees, prepaid-contract protections, delivery obligations, tank-removal rules, propane refund requirements, and treating violations as unfair or deceptive acts.