

HB4040



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB4040

by Rep. Frances Ann Hurley

SYNOPSIS AS INTRODUCED:

220 ILCS 5/22-501

Amends the Public Utilities Act. Requires a cable or video provider to provide customers with notice, by mail or email, of rates and promotional prices. Requires cable or video providers to also provide customers with notice of the expiration of promotional rates and prices set for a specified period of time midway through the promotional or set price period.

LRB100 12428 RJF 25250 b

A BILL FOR

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Public Utilities Act is amended by changing
5 Section 22-501 as follows:

6 (220 ILCS 5/22-501)

7 Sec. 22-501. Customer service and privacy protection. All
8 cable or video providers in this State shall comply with the
9 following customer service requirements and privacy
10 protections. The provisions of this Act shall not apply to an
11 incumbent cable operator prior to January 1, 2008. For purposes
12 of this paragraph, an incumbent cable operator means a person
13 or entity that provided cable services in a particular area
14 under a franchise agreement with a local unit of government
15 pursuant to Section 11-42-11 of the Illinois Municipal Code or
16 Section 5-1095 of the Counties Code on January 1, 2007. A
17 master antenna television, satellite master antenna
18 television, direct broadcast satellite, multipoint
19 distribution service, and other provider of video programming
20 shall only be subject to the provisions of this Article to the
21 extent permitted by federal law.

22 The following definitions apply to the terms used in this
23 Article:

1 "Basic cable or video service" means any service offering
2 or tier that includes the retransmission of local television
3 broadcast signals.

4 "Cable or video provider" means any person or entity
5 providing cable service or video service pursuant to
6 authorization under (i) the Cable and Video Competition Law of
7 2007; (ii) Section 11-42-11 of the Illinois Municipal Code;
8 (iii) Section 5-1095 of the Counties Code; or (iv) a master
9 antenna television, satellite master antenna television,
10 direct broadcast satellite, multipoint distribution services,
11 and other providers of video programming, whatever their
12 technology. A cable or video provider shall not include a
13 landlord providing only broadcast video programming to a
14 single-family home or other residential dwelling consisting of
15 4 units or less.

16 "Franchise" has the same meaning as found in 47 U.S.C.
17 522(9).

18 "Local unit of government" means a city, village,
19 incorporated town, or a county.

20 "Normal business hours" means those hours during which most
21 similar businesses in the geographic area of the local unit of
22 government are open to serve customers. In all cases, "normal
23 business hours" must include some evening hours at least one
24 night per week or some weekend hours.

25 "Normal operating conditions" means those service
26 conditions that are within the control of cable or video

1 providers. Those conditions that are not within the control of
2 cable or video providers include, but are not limited to,
3 natural disasters, civil disturbances, power outages,
4 telephone network outages, and severe or unusual weather
5 conditions. Those conditions that are ordinarily within the
6 control of cable or video providers include, but are not
7 limited to, special promotions, pay-per-view events, rate
8 increases, regular peak or seasonal demand periods, and
9 maintenance or upgrade of the cable service or video service
10 network.

11 "Service interruption" means the loss of picture or sound
12 on one or more cable service or video service on one or more
13 cable or video channels.

14 "Service line drop" means the point of connection between a
15 premises and the cable or video network that enables the
16 premises to receive cable service or video service.

17 (a) General customer service standards:

18 (1) Cable or video providers shall establish general
19 standards related to customer service, which shall
20 include, but not be limited to, installation,
21 disconnection, service and repair obligations; appointment
22 hours and employee ID requirements; customer service
23 telephone numbers and hours; procedures for billing,
24 charges, deposits, refunds, and credits; procedures for
25 termination of service; notice of deletion of programming
26 service; changes related to transmission of programming;

1 changes or increases in rates; the use and availability of
2 parental control or lock-out devices; the use and
3 availability of an A/B switch if applicable; complaint
4 procedures and procedures for bill dispute resolution; a
5 description of the rights and remedies available to
6 consumers if the cable or video provider does not
7 materially meet its customer service standards; and
8 special services for customers with visual, hearing, or
9 mobility disabilities.

10 (2) Cable or video providers' rates for each level of
11 service, rules, regulations, and policies related to its
12 cable service or video service described in paragraph (1)
13 of this subsection (a) must be made available to the public
14 and displayed clearly and conspicuously on the cable or
15 video provider's site on the Internet. If a promotional
16 price or a price for a specified period of time is offered,
17 the cable or video provider shall display the price at the
18 end of the promotional period or specified period of time
19 clearly and conspicuously with the display of the
20 promotional price or price for a specified period of time.
21 Any cable or video provider required to make rates and
22 promotional prices available to the public under this
23 paragraph (2) shall provide customers with notice, by mail
24 or email, of those rates and promotional prices, including
25 prices set for a specified period of time. For promotional
26 rates and prices set for a specified period of time, the

1 cable or video provider shall also provide customers with
2 notice of the expiration of such rates or prices midway
3 through the promotional or set price period ~~The cable or~~
4 ~~video provider shall provide this information upon~~
5 ~~request.~~

6 (3) Cable or video providers shall provide notice
7 concerning their general customer service standards to all
8 customers. This notice shall be offered when service is
9 first activated and upon request thereafter. The
10 information in the notice shall also be available on the
11 cable or video providers' websites and shall include all of
12 the information specified in paragraph (1) of this
13 subsection (a), as well as the following: a listing of
14 services offered by the cable or video providers, which
15 shall clearly describe programming for all services and all
16 levels of service; the rates for all services and levels of
17 service; a telephone number through which customers may
18 subscribe to, change, or terminate service, request
19 customer service, or seek general or billing information;
20 instructions on the use of the cable or video services; and
21 a description of rights and remedies that the cable or
22 video providers shall make available to their customers if
23 they do not materially meet the general customer service
24 standards described in this Act.

25 (b) General customer service obligations:

26 (1) Cable or video providers shall render reasonably

1 efficient service, promptly make repairs, and interrupt
2 service only as necessary and for good cause, during
3 periods of minimum use of the system and for no more than
4 24 hours.

5 (2) All service representatives or any other person who
6 contacts customers or potential customers on behalf of the
7 cable or video provider shall have a visible identification
8 card with their name and photograph and shall orally
9 identify themselves upon first contact with the customer.
10 Customer service representatives shall orally identify
11 themselves to callers immediately following the greeting
12 during each telephone contact with the public.

13 (3) The cable or video providers shall: (i) maintain a
14 customer service facility within the boundaries of a local
15 unit of government staffed by customer service
16 representatives that have the capacity to accept payment,
17 adjust bills, and respond to repair, installation,
18 reconnection, disconnection, or other service calls and
19 distribute or receive converter boxes, remote control
20 units, digital stereo units, or other equipment related to
21 the provision of cable or video service; (ii) provide
22 customers with bill payment facilities through retail,
23 financial, or other commercial institutions located within
24 the boundaries of a local unit of government; (iii) provide
25 an address, toll-free telephone number or electronic
26 address to accept bill payments and correspondence and

1 provide secure collection boxes for the receipt of bill
2 payments and the return of equipment, provided that if a
3 cable or video provider provides secure collection boxes,
4 it shall provide a printed receipt when items are
5 deposited; or (iv) provide an address, toll-free telephone
6 number, or electronic address to accept bill payments and
7 correspondence and provide a method for customers to return
8 equipment to the cable or video provider at no cost to the
9 customer.

10 (4) In each contact with a customer, the service
11 representatives or any other person who contacts customers
12 or potential customers on behalf of the cable or video
13 provider shall state the estimated cost of the service,
14 repair, or installation orally prior to delivery of the
15 service or before any work is performed, shall provide the
16 customer with an oral statement of the total charges before
17 terminating the telephone call or other contact in which a
18 service is ordered, whether in-person or over the Internet,
19 and shall provide a written statement of the total charges
20 before leaving the location at which the work was
21 performed. In the event that the cost of service is a
22 promotional price or is for a limited period of time, the
23 cost of service at the end of the promotion or limited
24 period of time shall be disclosed.

25 (5) Cable or video providers shall provide customers a
26 minimum of 30 days' written notice before increasing rates

1 or eliminating transmission of programming and shall
2 submit the notice of any rate increase to the local unit of
3 government in advance of distribution to customers,
4 provided that the cable or video provider is not in
5 violation of this provision if the elimination of
6 transmission of programming was outside the control of the
7 provider, in which case the provider shall use reasonable
8 efforts to provide as much notice as possible, and any rate
9 decrease related to the elimination of transmission of
10 programming shall be applied to the date of the change.

11 (6) Cable or video providers shall provide clear visual
12 and audio reception that meets or exceeds applicable
13 Federal Communications Commission technical standards. If
14 a customer experiences poor video or audio reception due to
15 the equipment of the cable or video provider, the cable or
16 video provider shall promptly repair the problem at its own
17 expense.

18 (c) Bills, payment, and termination:

19 (1) Cable or video providers shall render monthly bills
20 that are clear, accurate, and understandable.

21 (2) Every residential customer who pays bills directly
22 to the cable or video provider shall have at least 28 days
23 from the date of the bill to pay the listed charges.

24 (3) Customer payments shall be posted promptly. When
25 the payment is sent by United States mail, payment is
26 considered paid on the date it is postmarked.

1 (4) Cable or video providers may not terminate
2 residential service for nonpayment of a bill unless the
3 cable or video provider furnishes notice of the delinquency
4 and impending termination at least 15 days prior to the
5 proposed termination. Notice of proposed termination shall
6 be mailed, postage prepaid, to the customer to whom service
7 is billed. Notice of proposed termination shall not be
8 mailed until the 24th day after the date of the bill for
9 services. Notice of delinquency and impending termination
10 may be part of a billing statement only if the notice is
11 designed to be conspicuous. The cable or video providers
12 may not assess a late fee prior to the 24th day after the
13 date of the bill for service.

14 (5) Every notice of impending termination shall
15 include all of the following: the name and address of
16 customer; the amount of the delinquency; the date on which
17 payment is required to avoid termination; and the telephone
18 number of the cable or video provider's service
19 representative to make payment arrangements and to provide
20 additional information about the charges for failure to
21 return equipment and for reconnection, if any.

22 (6) Service may only be terminated on days when the
23 customer is able to reach a service representative of the
24 cable or video providers, either in person or by telephone.

25 (7) Any service terminated by a cable or video provider
26 without good cause shall be restored without any

1 reconnection fee, charge, or penalty; good cause for
2 termination includes, but is not limited to, failure to pay
3 a bill by the date specified in the notice of impending
4 termination, payment by check for which there are
5 insufficient funds, theft of service, abuse of equipment or
6 personnel, or other similar subscriber actions.

7 (8) Cable or video providers shall cease charging a
8 customer for any or all services within one business day
9 after it receives a request to immediately terminate
10 service or on the day requested by the customer if such a
11 date is at least 5 days from the date requested by the
12 customer. Nothing in this subsection (c) shall prohibit the
13 provider from billing for charges that the customer incurs
14 prior to the date of termination. Cable or video providers
15 shall issue a credit no later than the customer's next
16 billing cycle following the determination that a credit is
17 warranted. Cable or video providers shall issue a refund or
18 return a deposit promptly, but not later than either the
19 customer's next billing cycle following resolution of the
20 request or 30 days, whichever is earlier, or the return of
21 equipment, if any, whichever is later.

22 (9) The customers or subscribers of a cable or video
23 provider shall be allowed to disconnect their service at
24 any time within the first 30 days after subscribing to or
25 upgrading the service. Within this 30-day period, cable or
26 video providers shall not charge or impose any fees or

1 penalties on the customer for disconnecting service,
2 including, but not limited to, any installation charge or
3 the imposition of an early termination charge, except the
4 cable or video provider may impose a charge or fee to
5 offset any rebates or credits received by the customer and
6 may impose monthly service or maintenance charges,
7 including pay-per-view and premium services charges,
8 during such 30-day period.

9 (d) Response to customer inquiries:

10 (1) Cable or video providers will maintain a toll-free
11 telephone access line that is available to customers 24
12 hours a day, 7 days a week to accept calls regarding
13 installation, termination, service, and complaints.
14 Trained, knowledgeable, qualified service representatives
15 of the cable or video providers will be available to
16 respond to customer telephone inquiries during normal
17 business hours. Customer service representatives shall be
18 able to provide credit, waive fees, schedule appointments,
19 and change billing cycles. Any difficulties that cannot be
20 resolved by the customer service representatives shall be
21 referred to a supervisor who shall make his or her best
22 efforts to resolve the issue immediately. If the supervisor
23 does not resolve the issue to the customer's satisfaction,
24 the customer shall be informed of the cable or video
25 provider's complaint procedures and procedures for billing
26 dispute resolution and given a description of the rights

1 and remedies available to customers to enforce the terms of
2 this Article, including the customer's rights to have the
3 complaint reviewed by the local unit of government, to
4 request mediation, and to review in a court of competent
5 jurisdiction.

6 (2) After normal business hours, the access line may be
7 answered by a service or an automated response system,
8 including an answering machine. Inquiries received by
9 telephone or e-mail after normal business hours shall be
10 responded to by a trained service representative on the
11 next business day. The cable or video provider shall
12 respond to a written billing inquiry within 10 days of
13 receipt of the inquiry.

14 (3) Cable or video providers shall provide customers
15 seeking non-standard installations with a total
16 installation cost estimate and an estimated date of
17 completion. The actual charge to the customer shall not
18 exceed the estimated cost without the written consent of
19 the customer.

20 (4) If the cable or video provider receives notice that
21 an unsafe condition exists with respect to its equipment,
22 it shall investigate such condition immediately and shall
23 take such measures as are necessary to remove or eliminate
24 the unsafe condition. The cable or video provider shall
25 inform the local unit of government promptly, but no later
26 than 2 hours after it receives notification of an unsafe

1 condition that it has not remedied.

2 (5) Under normal operating conditions, telephone
3 answer time by the cable or video provider's customer
4 representative, including wait time, shall not exceed 30
5 seconds when the connection is made. If the call needs to
6 be transferred, transfer time shall not exceed 30 seconds.
7 These standards shall be met no less than 90% of the time
8 under normal operating conditions, measured on a quarterly
9 basis. The cable or video provider shall not be required to
10 acquire equipment or perform surveys to measure compliance
11 with these telephone answering standards unless an
12 historical record of complaints indicates a clear failure
13 to comply.

14 (6) Under normal operating conditions, the cable or
15 video provider's customers will receive a busy signal less
16 than 3% of the time.

17 (e) Under normal operating conditions, each of the
18 following standards related to installations, outages, and
19 service calls will be met no less than 95% of the time measured
20 on a quarterly basis:

21 (1) Standard installations will be performed within 7
22 business days after an order has been placed. "Standard"
23 installations are those that are located up to 125 feet
24 from the existing distribution system.

25 (2) Excluding conditions beyond the control of the
26 cable or video providers, the cable or video providers will

1 begin working on "service interruptions" promptly and in no
2 event later than 24 hours after the interruption is
3 reported by the customer or otherwise becomes known to the
4 cable or video providers. Cable or video providers must
5 begin actions to correct other service problems the next
6 business day after notification of the service problem and
7 correct the problem.

8 (3) The "appointment window" alternatives for
9 installations, service calls, and other installation
10 activities will be either a specific time or, at a maximum,
11 a 4-hour time block during evening, weekend, and normal
12 business hours. The cable or video provider may schedule
13 service calls and other installation activities outside of
14 these hours for the express convenience of the customer.

15 (4) Cable or video providers may not cancel an
16 appointment with a customer after the close of business on
17 the business day prior to the scheduled appointment. If the
18 cable or video provider's representative is running late
19 for an appointment with a customer and will not be able to
20 keep the appointment as scheduled, the customer will be
21 contacted. The appointment will be rescheduled, as
22 necessary, at a time that is convenient for the customer,
23 even if the rescheduled appointment is not within normal
24 business hours.

25 (f) Public benefit obligation:

26 (1) All cable or video providers offering service

1 pursuant to the Cable and Video Competition Law of 2007,
2 the Illinois Municipal Code, or the Counties Code shall
3 provide a free service line drop and free basic service to
4 all current and future public buildings within their
5 footprint, including, but not limited to, all local unit of
6 government buildings, public libraries, and public primary
7 and secondary schools, whether owned or leased by that
8 local unit of government ("eligible buildings"). Such
9 service shall be used in a manner consistent with the
10 government purpose for the eligible building and shall not
11 be resold.

12 (2) This obligation only applies to those cable or
13 video service providers whose cable service or video
14 service systems pass eligible buildings and its cable or
15 video service is generally available to residential
16 subscribers in the same local unit of government in which
17 the eligible building is located. The burden of providing
18 such service at each eligible building shall be shared by
19 all cable and video providers whose systems pass the
20 eligible buildings in an equitable and competitively
21 neutral manner, and nothing herein shall require
22 duplicative installations by more than one cable or video
23 provider at each eligible building. Cable or video
24 providers operating in a local unit of government shall
25 meet as necessary and determine who will provide service to
26 eligible buildings under this subsection (f). If the cable

1 or video providers are unable to reach an agreement, they
2 shall meet with the local unit of government, which shall
3 determine which cable or video providers will serve each
4 eligible building. The local unit of government shall bear
5 the costs of any inside wiring or video equipment costs not
6 ordinarily provided as part of the cable or video
7 provider's basic offering.

8 (g) After the cable or video providers have offered service
9 for one year, the cable or video providers shall make an annual
10 report to the Commission, to the local unit of government, and
11 to the Attorney General that it is meeting the standards
12 specified in this Article, identifying the number of complaints
13 it received over the prior year in the State and specifying the
14 number of complaints related to each of the following: (1)
15 billing, charges, refunds, and credits; (2) installation or
16 termination of service; (3) quality of service and repair; (4)
17 programming; and (5) miscellaneous complaints that do not fall
18 within these categories.

19 (h) To the extent consistent with federal law, cable or
20 video providers shall offer the lowest-cost basic cable or
21 video service as a stand-alone service to residential customers
22 at reasonable rates. Cable or video providers shall not require
23 the subscription to any service other than the lowest-cost
24 basic service or to any telecommunications or information
25 service, as a condition of access to cable or video service,
26 including programming offered on a per channel or per program

1 basis. Cable or video providers shall not discriminate between
2 subscribers to the lowest-cost basic service, subscribers to
3 other cable services or video services, and other subscribers
4 with regard to the rates charged for cable or video programming
5 offered on a per channel or per program basis.

6 (i) To the extent consistent with federal law, cable or
7 video providers shall ensure that charges for changes in the
8 subscriber's selection of services or equipment shall be based
9 on the cost of such change and shall not exceed nominal amounts
10 when the system's configuration permits changes in service tier
11 selection to be effected solely by coded entry on a computer
12 terminal or by other similarly simple method.

13 (j) To the extent consistent with federal law, cable or
14 video providers shall have a rate structure for the provision
15 of cable or video service that is uniform throughout the area
16 within the boundaries of the local unit of government. This
17 subsection (j) is not intended to prohibit bulk discounts to
18 multiple dwelling units or to prohibit reasonable discounts to
19 senior citizens or other economically disadvantaged groups.

20 (k) To the extent consistent with federal law, cable or
21 video providers shall not charge a subscriber for any service
22 or equipment that the subscriber has not affirmatively
23 requested or affirmatively agreed to by name. For purposes of
24 this subsection (k), a subscriber's failure to refuse a cable
25 or video provider's proposal to provide service or equipment
26 shall not be deemed to be an affirmative request for such

1 service or equipment.

2 (l) No contract or service agreement containing an early
3 termination clause offering residential cable or video
4 services or any bundle including such services shall be for a
5 term longer than 2 years. Any contract or service offering with
6 a term of service that contains an early termination fee shall
7 limit the early termination fee to not more than the value of
8 any additional goods or services provided with the cable or
9 video services, the amount of the discount reflected in the
10 price for cable services or video services for the period
11 during which the consumer benefited from the discount, or a
12 declining fee based on the remainder of the contract term.

13 (m) Cable or video providers shall not discriminate in the
14 provision of services for the hearing and visually impaired,
15 and shall comply with the accessibility requirements of 47
16 U.S.C. 613. Cable or video providers shall deliver and pick-up
17 or provide customers with pre-paid shipping and packaging for
18 the return of converters and other necessary equipment at the
19 home of customers with disabilities. Cable or video providers
20 shall provide free use of a converter or remote control unit to
21 mobility impaired customers.

22 (n) (1) To the extent consistent with federal law, cable or
23 video providers shall comply with the provisions of 47 U.S.C.
24 532(h) and (j). The cable or video providers shall not exercise
25 any editorial control over any video programming provided
26 pursuant to this Section, or in any other way consider the

1 content of such programming, except that a cable or video
2 provider may refuse to transmit any leased access program or
3 portion of a leased access program that contains obscenity,
4 indecency, or nudity and may consider such content to the
5 minimum extent necessary to establish a reasonable price for
6 the commercial use of designated channel capacity by an
7 unaffiliated person. This subsection (n) shall permit cable or
8 video providers to enforce prospectively a written and
9 published policy of prohibiting programming that the cable or
10 video provider reasonably believes describes or depicts sexual
11 or excretory activities or organs in a patently offensive
12 manner as measured by contemporary community standards.

13 (2) Upon customer request, the cable or video provider
14 shall, without charge, fully scramble or otherwise fully
15 block the audio and video programming of each channel
16 carrying such programming so that a person who is not a
17 subscriber does not receive the channel or programming.

18 (3) In providing sexually explicit adult programming
19 or other programming that is indecent on any channel of its
20 service primarily dedicated to sexually oriented
21 programming, the cable or video provider shall fully
22 scramble or otherwise fully block the video and audio
23 portion of such channel so that a person who is not a
24 subscriber to such channel or programming does not receive
25 it.

26 (4) Scramble means to rearrange the content of the

1 signal of the programming so that the programming cannot be
2 viewed or heard in an understandable manner.

3 (o) Cable or video providers will maintain a listing,
4 specific to the level of street address, of the areas where its
5 cable or video services are available. Customers who inquire
6 about purchasing cable or video service shall be informed about
7 whether the cable or video provider's cable or video services
8 are currently available to them at their specific location.

9 (p) Cable or video providers shall not disclose the name,
10 address, telephone number or other personally identifying
11 information of a cable service or video service customer to be
12 used in mailing lists or to be used for other commercial
13 purposes not reasonably related to the conduct of its business
14 unless the cable or video provider has provided to the customer
15 a notice, separately or included in any other customer service
16 notice, that clearly and conspicuously describes the
17 customer's ability to prohibit the disclosure. Cable or video
18 providers shall provide an address and telephone number for a
19 customer to use without a toll charge to prevent disclosure of
20 the customer's name and address in mailing lists or for other
21 commercial purposes not reasonably related to the conduct of
22 its business to other businesses or affiliates of the cable or
23 video provider. Cable or video providers shall comply with the
24 consumer privacy requirements of Section 26-4.5 of the Criminal
25 Code of 2012, the Restricted Call Registry Act, and 47 U.S.C.
26 551 that are in effect as of June 30, 2007 (the effective date

1 of Public Act 95-9) and as amended thereafter.

2 (q) Cable or video providers shall implement an informal
3 process for handling inquiries from local units of government
4 and customers concerning billing issues, service issues,
5 privacy concerns, and other consumer complaints. In the event
6 that an issue is not resolved through this informal process, a
7 local unit of government or the customer may request nonbinding
8 mediation with the cable or video provider, with each party to
9 bear its own costs of such mediation. Selection of the mediator
10 will be by mutual agreement, and preference will be given to
11 mediation services that do not charge the consumer for their
12 services. In the event that the informal process does not
13 produce a satisfactory result to the customer or the local unit
14 of government, enforcement may be pursued as provided in
15 subdivision (4) of subsection (r) of this Section.

16 (r) The Attorney General and the local unit of government
17 may enforce all of the customer service and privacy protection
18 standards of this Section with respect to complaints received
19 from residents within the local unit of government's
20 jurisdiction, but it may not adopt or seek to enforce any
21 additional or different customer service or performance
22 standards under any other authority or provision of law.

23 (1) The local unit of government may, by ordinance,
24 provide a schedule of penalties for any material breach of
25 this Section by cable or video providers in addition to the
26 penalties provided herein. No monetary penalties shall be

1 assessed for a material breach if it is out of the
2 reasonable control of the cable or video providers or its
3 affiliate. Monetary penalties adopted in an ordinance
4 pursuant to this Section shall apply on a competitively
5 neutral basis to all providers of cable service or video
6 service within the local unit of government's
7 jurisdiction. In no event shall the penalties imposed under
8 this subsection (r) exceed \$750 for each day of the
9 material breach, and these penalties shall not exceed
10 \$25,000 for each occurrence of a material breach per
11 customer.

12 (2) For purposes of this Section, "material breach"
13 means any substantial failure of a cable or video service
14 provider to comply with service quality and other standards
15 specified in any provision of this Act. The Attorney
16 General or the local unit of government shall give the
17 cable or video provider written notice of any alleged
18 material breaches of this Act and allow such provider at
19 least 30 days from receipt of the notice to remedy the
20 specified material breach.

21 (3) A material breach, for the purposes of assessing
22 penalties, shall be deemed to have occurred for each day
23 that a material breach has not been remedied by the cable
24 service or video service provider after the expiration of
25 the period specified in subdivision (2) of this subsection
26 (r) in each local unit of government's jurisdiction,

1 irrespective of the number of customers affected.

2 (4) Any customer, the Attorney General, or a local unit
3 of government may pursue alleged violations of this Act by
4 the cable or video provider in a court of competent
5 jurisdiction. A cable or video provider may seek judicial
6 review of a decision of a local unit of government imposing
7 penalties in a court of competent jurisdiction. No local
8 unit of government shall be subject to suit for damages or
9 other relief based upon its action in connection with its
10 enforcement or review of any of the terms, conditions, and
11 rights contained in this Act except a court may require the
12 return of any penalty it finds was not properly assessed or
13 imposed.

14 (s) Cable or video providers shall credit customers for
15 violations in the amounts stated herein. The credits shall be
16 applied on the statement issued to the customer for the next
17 monthly billing cycle following the violation or following the
18 discovery of the violation. Cable or video providers are
19 responsible for providing the credits described herein and the
20 customer is under no obligation to request the credit. If the
21 customer is no longer taking service from the cable or video
22 provider, the credit amount will be refunded to the customer by
23 check within 30 days of the termination of service. A local
24 unit of government may, by ordinance, adopt a schedule of
25 credits payable directly to customers for breach of the
26 customer service standards and obligations contained in this

1 Article, provided the schedule of customer credits applies on a
2 competitively neutral basis to all providers of cable service
3 or video service in the local unit of government's jurisdiction
4 and the credits are not greater than the credits provided in
5 this Section.

6 (1) Failure to keep an appointment or to notify the
7 customer prior to the close of business on the business day
8 prior to the scheduled appointment: \$25.00.

9 (2) Violation of customer service and billing
10 standards in subsections (c) and (d) of this Section:
11 \$25.00 per occurrence.

12 (3) Violation of the bundling rules in subsection (h)
13 of this Section: \$25.00 per month.

14 (t) The enforcement powers granted to the Attorney General
15 in Article XXI of this Act shall apply to this Article, except
16 that the Attorney General may not seek penalties for violation
17 of this Article other than in the amounts specified herein.
18 Nothing in this Section shall limit or affect the powers of the
19 Attorney General to enforce the provisions of Article XXI of
20 this Act or the Consumer Fraud and Deceptive Business Practices
21 Act.

22 (u) This Article applies to all cable and video providers
23 in the State, including but not limited to those operating
24 under a local franchise as that term is used in 47 U.S.C.
25 522(9), those operating under authorization pursuant to
26 Section 11-42-11 of the Illinois Municipal Code, those

1 operating under authorization pursuant to Section 5-1095 of the
2 Counties Code, and those operating under a State-issued
3 authorization pursuant to Article XXI of this Act.

4 (Source: P.A. 97-1108, eff. 1-1-13; 97-1150, eff. 1-25-13;
5 98-45, eff. 6-28-13.)