



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB5108

by Rep. Theresa Mah

SYNOPSIS AS INTRODUCED:

220 ILCS 5/22-501

Amends the Public Utilities Act. Provides that cable or video providers shall cease charging customers for modems and routers, whether rented together or separately, when the customer has paid to the provider the wholesale cost of the modem or router, or modem and router if rented together, plus a reasonable mark-up not to exceed 5% of the modem, router, or modem and router wholesale cost to the provider. Provides that the cable and video provider shall provide notice regarding the discontinuance of rental charges to the customer in each billing statement. Provides that the notice shall include a disclosure of rights and responsibilities relating to the maintenance of modems and routers.

LRB100 18139 SMS 33334 b

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 The cable or video provider shall provide this information
22 upon request.

23 (3) Cable or video providers shall provide notice
24 concerning their general customer service standards to all
25 customers. This notice shall be offered when service is
26 first activated and upon request thereafter. The

1 information in the notice shall also be available on the
2 cable or video providers' websites and shall include all of
3 the information specified in paragraph (1) of this
4 subsection (a), as well as the following: a listing of
5 services offered by the cable or video providers, which
6 shall clearly describe programming for all services and all
7 levels of service; the rates for all services and levels of
8 service; a telephone number through which customers may
9 subscribe to, change, or terminate service, request
10 customer service, or seek general or billing information;
11 instructions on the use of the cable or video services; and
12 a description of rights and remedies that the cable or
13 video providers shall make available to their customers if
14 they do not materially meet the general customer service
15 standards described in this Act.

16 (b) General customer service obligations:

17 (1) Cable or video providers shall render reasonably
18 efficient service, promptly make repairs, and interrupt
19 service only as necessary and for good cause, during
20 periods of minimum use of the system and for no more than
21 24 hours.

22 (2) All service representatives or any other person who
23 contacts customers or potential customers on behalf of the
24 cable or video provider shall have a visible identification
25 card with their name and photograph and shall orally
26 identify themselves upon first contact with the customer.

1 Customer service representatives shall orally identify
2 themselves to callers immediately following the greeting
3 during each telephone contact with the public.

4 (3) The cable or video providers shall: (i) maintain a
5 customer service facility within the boundaries of a local
6 unit of government staffed by customer service
7 representatives that have the capacity to accept payment,
8 adjust bills, and respond to repair, installation,
9 reconnection, disconnection, or other service calls and
10 distribute or receive converter boxes, remote control
11 units, digital stereo units, or other equipment related to
12 the provision of cable or video service; (ii) provide
13 customers with bill payment facilities through retail,
14 financial, or other commercial institutions located within
15 the boundaries of a local unit of government; (iii) provide
16 an address, toll-free telephone number or electronic
17 address to accept bill payments and correspondence and
18 provide secure collection boxes for the receipt of bill
19 payments and the return of equipment, provided that if a
20 cable or video provider provides secure collection boxes,
21 it shall provide a printed receipt when items are
22 deposited; or (iv) provide an address, toll-free telephone
23 number, or electronic address to accept bill payments and
24 correspondence and provide a method for customers to return
25 equipment to the cable or video provider at no cost to the
26 customer.

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

16 (5) Cable or video providers shall provide customers a
17 minimum of 30 days' written notice before increasing rates
18 or eliminating transmission of programming and shall
19 submit the notice of any rate increase to the local unit of
20 government in advance of distribution to customers,
21 provided that the cable or video provider is not in
22 violation of this provision if the elimination of
23 transmission of programming was outside the control of the
24 provider, in which case the provider shall use reasonable
25 efforts to provide as much notice as possible, and any rate
26 decrease related to the elimination of transmission of

1 programming shall be applied to the date of the change.

2 (6) Cable or video providers shall provide clear visual
3 and audio reception that meets or exceeds applicable
4 Federal Communications Commission technical standards. If
5 a customer experiences poor video or audio reception due to
6 the equipment of the cable or video provider, the cable or
7 video provider shall promptly repair the problem at its own
8 expense.

9 (c) Bills, payment, and termination:

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

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

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

18 (4) Cable or video providers may not terminate
19 residential service for nonpayment of a bill unless the
20 cable or video provider furnishes notice of the delinquency
21 and impending termination at least 15 days prior to the
22 proposed termination. Notice of proposed termination shall
23 be mailed, postage prepaid, to the customer to whom service
24 is billed. Notice of proposed termination shall not be
25 mailed until the 24th day after the date of the bill for
26 services. Notice of delinquency and impending termination

1 may be part of a billing statement only if the notice is
2 designed to be conspicuous. The cable or video providers
3 may not assess a late fee prior to the 24th day after the
4 date of the bill for service.

5 (5) Every notice of impending termination shall
6 include all of the following: the name and address of
7 customer; the amount of the delinquency; the date on which
8 payment is required to avoid termination; and the telephone
9 number of the cable or video provider's service
10 representative to make payment arrangements and to provide
11 additional information about the charges for failure to
12 return equipment and for reconnection, if any.

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

16 (7) Any service terminated by a cable or video provider
17 without good cause shall be restored without any
18 reconnection fee, charge, or penalty; good cause for
19 termination includes, but is not limited to, failure to pay
20 a bill by the date specified in the notice of impending
21 termination, payment by check for which there are
22 insufficient funds, theft of service, abuse of equipment or
23 personnel, or other similar subscriber actions.

24 (8) Cable or video providers shall cease charging a
25 customer for any or all services within one business day
26 after it receives a request to immediately terminate

1 service or on the day requested by the customer if such a
2 date is at least 5 days from the date requested by the
3 customer. Nothing in this subsection (c) shall prohibit the
4 provider from billing for charges that the customer incurs
5 prior to the date of termination. Cable or video providers
6 shall issue a credit no later than the customer's next
7 billing cycle following the determination that a credit is
8 warranted. Cable or video providers shall issue a refund or
9 return a deposit promptly, but not later than either the
10 customer's next billing cycle following resolution of the
11 request or 30 days, whichever is earlier, or the return of
12 equipment, if any, whichever is later.

13 (9) The customers or subscribers of a cable or video
14 provider shall be allowed to disconnect their service at
15 any time within the first 30 days after subscribing to or
16 upgrading the service. Within this 30-day period, cable or
17 video providers shall not charge or impose any fees or
18 penalties on the customer for disconnecting service,
19 including, but not limited to, any installation charge or
20 the imposition of an early termination charge, except the
21 cable or video provider may impose a charge or fee to
22 offset any rebates or credits received by the customer and
23 may impose monthly service or maintenance charges,
24 including pay-per-view and premium services charges,
25 during such 30-day period.

26 (10) Cable or video providers shall cease charging

1 customers for modems and routers, whether rented together
2 or separately, when the customer has paid to the provider
3 the wholesale cost of the modem or router, or modem and
4 router if rented together, plus a reasonable mark-up not to
5 exceed 5% of the modem, router, or modem and router
6 wholesale cost to the provider. Cable and video providers
7 shall provide notice regarding the discontinuance of
8 rental charges to the customer in each billing statement.
9 The notice shall include a disclosure of rights and
10 responsibilities relating to the maintenance of modems and
11 routers.

12 (d) Response to customer inquiries:

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

1 the customer shall be informed of the cable or video
2 provider's complaint procedures and procedures for billing
3 dispute resolution and given a description of the rights
4 and remedies available to customers to enforce the terms of
5 this Article, including the customer's rights to have the
6 complaint reviewed by the local unit of government, to
7 request mediation, and to review in a court of competent
8 jurisdiction.

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

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

23 (4) If the cable or video provider receives notice that
24 an unsafe condition exists with respect to its equipment,
25 it shall investigate such condition immediately and shall
26 take such measures as are necessary to remove or eliminate

1 the unsafe condition. The cable or video provider shall
2 inform the local unit of government promptly, but no later
3 than 2 hours after it receives notification of an unsafe
4 condition that it has not remedied.

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

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

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

24 (1) Standard installations will be performed within 7
25 business days after an order has been placed. "Standard"
26 installations are those that are located up to 125 feet

1 from the existing distribution system.

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

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

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

1 business hours.

2 (f) Public benefit obligation:

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

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

1 providers operating in a local unit of government shall
2 meet as necessary and determine who will provide service to
3 eligible buildings under this subsection (f). If the cable
4 or video providers are unable to reach an agreement, they
5 shall meet with the local unit of government, which shall
6 determine which cable or video providers will serve each
7 eligible building. The local unit of government shall bear
8 the costs of any inside wiring or video equipment costs not
9 ordinarily provided as part of the cable or video
10 provider's basic offering.

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

22 (h) To the extent consistent with federal law, cable or
23 video providers shall offer the lowest-cost basic cable or
24 video service as a stand-alone service to residential customers
25 at reasonable rates. Cable or video providers shall not require
26 the subscription to any service other than the lowest-cost

1 basic service or to any telecommunications or information
2 service, as a condition of access to cable or video service,
3 including programming offered on a per channel or per program
4 basis. Cable or video providers shall not discriminate between
5 subscribers to the lowest-cost basic service, subscribers to
6 other cable services or video services, and other subscribers
7 with regard to the rates charged for cable or video programming
8 offered on a per channel or per program basis.

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

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

23 (k) To the extent consistent with federal law, cable or
24 video providers shall not charge a subscriber for any service
25 or equipment that the subscriber has not affirmatively
26 requested or affirmatively agreed to by name. For purposes of

1 this subsection (k), a subscriber's failure to refuse a cable
2 or video provider's proposal to provide service or equipment
3 shall not be deemed to be an affirmative request for such
4 service or equipment.

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

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

25 (n) (1) To the extent consistent with federal law, cable or
26 video providers shall comply with the provisions of 47 U.S.C.

1 532(h) and (j). The cable or video providers shall not exercise
2 any editorial control over any video programming provided
3 pursuant to this Section, or in any other way consider the
4 content of such programming, except that a cable or video
5 provider may refuse to transmit any leased access program or
6 portion of a leased access program that contains obscenity,
7 indecency, or nudity and may consider such content to the
8 minimum extent necessary to establish a reasonable price for
9 the commercial use of designated channel capacity by an
10 unaffiliated person. This subsection (n) shall permit cable or
11 video providers to enforce prospectively a written and
12 published policy of prohibiting programming that the cable or
13 video provider reasonably believes describes or depicts sexual
14 or excretory activities or organs in a patently offensive
15 manner as measured by contemporary community standards.

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

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

1 subscriber to such channel or programming does not receive
2 it.

3 (4) Scramble means to rearrange the content of the
4 signal of the programming so that the programming cannot be
5 viewed or heard in an understandable manner.

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

12 (p) Cable or video providers shall not disclose the name,
13 address, telephone number or other personally identifying
14 information of a cable service or video service customer to be
15 used in mailing lists or to be used for other commercial
16 purposes not reasonably related to the conduct of its business
17 unless the cable or video provider has provided to the customer
18 a notice, separately or included in any other customer service
19 notice, that clearly and conspicuously describes the
20 customer's ability to prohibit the disclosure. Cable or video
21 providers shall provide an address and telephone number for a
22 customer to use without a toll charge to prevent disclosure of
23 the customer's name and address in mailing lists or for other
24 commercial purposes not reasonably related to the conduct of
25 its business to other businesses or affiliates of the cable or
26 video provider. Cable or video providers shall comply with the

1 consumer privacy requirements of Section 26-4.5 of the Criminal
2 Code of 2012, the Restricted Call Registry Act, and 47 U.S.C.
3 551 that are in effect as of June 30, 2007 (the effective date
4 of Public Act 95-9) and as amended thereafter.

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

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

26 (1) The local unit of government may, by ordinance,

1 provide a schedule of penalties for any material breach of
2 this Section by cable or video providers in addition to the
3 penalties provided herein. No monetary penalties shall be
4 assessed for a material breach if it is out of the
5 reasonable control of the cable or video providers or its
6 affiliate. Monetary penalties adopted in an ordinance
7 pursuant to this Section shall apply on a competitively
8 neutral basis to all providers of cable service or video
9 service within the local unit of government's
10 jurisdiction. In no event shall the penalties imposed under
11 this subsection (r) exceed \$750 for each day of the
12 material breach, and these penalties shall not exceed
13 \$25,000 for each occurrence of a material breach per
14 customer.

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

24 (3) A material breach, for the purposes of assessing
25 penalties, shall be deemed to have occurred for each day
26 that a material breach has not been remedied by the cable

1 service or video service provider after the expiration of
2 the period specified in subdivision (2) of this subsection
3 (r) in each local unit of government's jurisdiction,
4 irrespective of the number of customers affected.

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

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

1 unit of government may, by ordinance, adopt a schedule of
2 credits payable directly to customers for breach of the
3 customer service standards and obligations contained in this
4 Article, provided the schedule of customer credits applies on a
5 competitively neutral basis to all providers of cable service
6 or video service in the local unit of government's jurisdiction
7 and the credits are not greater than the credits provided in
8 this Section.

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

12 (2) Violation of customer service and billing
13 standards in subsections (c) and (d) of this Section:
14 \$25.00 per occurrence.

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

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

25 (u) This Article applies to all cable and video providers
26 in the State, including but not limited to those operating

1 under a local franchise as that term is used in 47 U.S.C.
2 522(9), those operating under authorization pursuant to
3 Section 11-42-11 of the Illinois Municipal Code, those
4 operating under authorization pursuant to Section 5-1095 of the
5 Counties Code, and those operating under a State-issued
6 authorization pursuant to Article XXI of this Act.

7 (Source: P.A. 97-1108, eff. 1-1-13; 97-1150, eff. 1-25-13;
8 98-45, eff. 6-28-13.)