

1 AN ACT concerning utilities.

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 Sections 16-115A and 16-122 as follows:

6 (220 ILCS 5/16-115A)

7 Sec. 16-115A. Obligations of alternative retail electric
8 suppliers.

9 (a) An alternative retail electric supplier:

10 (i) shall comply with the requirements imposed on
11 public utilities by Sections 8-201 through 8-207, 8-301,
12 8-505 and 8-507 of this Act, to the extent that these
13 Sections have application to the services being offered by
14 the alternative retail electric supplier;

15 (ii) shall continue to comply with the requirements
16 for certification stated in subsection (d) of Section
17 16-115;

18 (iii) by May 31, 2020 and every June 30 thereafter,
19 shall submit to the Commission and the Office of the
20 Attorney General the rates the retail electric supplier
21 charged to residential customers in the prior year,
22 including each distinct rate charged and whether the rate
23 was a fixed or variable rate, the basis for the variable

1 rate, and any fees charged in addition to the supply rate,
2 including monthly fees, flat fees, or other service
3 charges; and

4 (iv) shall make publicly available on its website,
5 without the need for a customer login, rate information
6 for all of its variable, time-of-use, and fixed rate
7 contracts currently available to residential customers,
8 including, but not limited to, fixed monthly charges,
9 early termination fees, and kilowatt-hour charges.

10 (b) An alternative retail electric supplier shall obtain
11 verifiable authorization from a customer, in a form or manner
12 approved by the Commission consistent with Section 2EE of the
13 Consumer Fraud and Deceptive Business Practices Act, before
14 the customer is switched from another supplier.

15 (c) No alternative retail electric supplier, or electric
16 utility other than the electric utility in whose service area
17 a customer is located, shall (i) enter into or employ any
18 arrangements which have the effect of preventing a retail
19 customer with a maximum electrical demand of less than one
20 megawatt from having access to the services of the electric
21 utility in whose service area the customer is located or (ii)
22 charge retail customers for such access. This subsection shall
23 not be construed to prevent an arms-length agreement between a
24 supplier and a retail customer that sets a term of service,
25 notice period for terminating service and provisions governing
26 early termination through a tariff or contract as allowed by

1 Section 16-119.

2 (d) An alternative retail electric supplier that is
3 certified to serve residential or small commercial retail
4 customers shall not:

5 (1) deny service to a customer or group of customers
6 nor establish any differences as to prices, terms,
7 conditions, services, products, facilities, or in any
8 other respect, whereby such denial or differences are
9 based upon race, gender or income, except as provided in
10 Section 16-115E.

11 (2) deny service to a customer or group of customers
12 based on locality nor establish any unreasonable
13 difference as to prices, terms, conditions, services,
14 products, or facilities as between localities.

15 (3) warrant that it has a residential customer or
16 small commercial retail customer's express consent
17 agreement to access interval data as described in
18 subsection (b) of Section 16-122, unless the alternative
19 retail electric supplier has:

20 (A) disclosed to the consumer at the outset of the
21 offer that the alternative retail electric supplier
22 will access the consumer's interval data from the
23 consumer's utility with the consumer's express
24 agreement and the consumer's option to refuse to
25 provide express agreement to access the consumer's
26 interval data; and

1 (B) obtained the consumer's express agreement for
2 the alternative retail electric supplier to access the
3 consumer's interval data from the consumer's utility
4 in a separate letter of agency, a distinct response to
5 a third-party verification, or as a separate
6 affirmative consent during a recorded enrollment
7 initiated by the consumer. The disclosure by the
8 alternative retail electric supplier to the consumer
9 in this Section shall be conducted in, translated
10 into, and provided in a language in which the consumer
11 subject to the disclosure is able to understand and
12 communicate.

13 (4) release, sell, license, or otherwise disclose any
14 customer interval data obtained under Section 16-122 to
15 any third person except as provided for in Section 16-122
16 and paragraphs (1) through (4) of subsection (d-5) of
17 Section 2EE of the Consumer Fraud and Deceptive Business
18 Practices Act.

19 (e) An alternative retail electric supplier shall comply
20 with the following requirements with respect to the marketing,
21 offering and provision of products or services to residential
22 and small commercial retail customers:

23 (i) All marketing materials, including, but not
24 limited to, electronic marketing materials, in-person
25 solicitations, and telephone solicitations, shall contain
26 information that adequately discloses the prices, terms,

1 and conditions of the products or services that the
2 alternative retail electric supplier is offering or
3 selling to the customer and shall disclose the current
4 utility electric supply price to compare applicable at the
5 time the alternative retail electric supplier is offering
6 or selling the products or services to the customer and
7 shall disclose the date on which the utility electric
8 supply price to compare became effective and the date on
9 which it will expire. The utility electric supply price to
10 compare shall be the sum of the electric supply charge and
11 the transmission services charge and shall not include the
12 purchased electricity adjustment. The disclosure shall
13 include a statement that the price to compare does not
14 include the purchased electricity adjustment, and, if
15 applicable, the range of the purchased electricity
16 adjustment. All marketing materials, including, but not
17 limited to, electronic marketing materials, in-person
18 solicitations, and telephone solicitations, shall include
19 the following statement:

20 "(Name of the alternative retail electric
21 supplier) is not the same entity as your electric
22 delivery company. You are not required to enroll with
23 (name of alternative retail electric supplier).
24 Beginning on (effective date), the electric supply
25 price to compare is (price in cents per kilowatt
26 hour). The electric utility electric supply price will

1 expire on (expiration date). The utility electric
2 supply price to compare does not include the purchased
3 electricity adjustment factor. For more information go
4 to the Illinois Commerce Commission's free website at
5 www.pluginillinois.org."

6 If applicable, the statement shall also include the
7 following statement:

8 "The purchased electricity adjustment factor may
9 range between +.5 cents and -.5 cents per kilowatt
10 hour."

11 This paragraph (i) does not apply to goodwill or
12 institutional advertising.

13 (ii) Before any customer is switched from another
14 supplier, the alternative retail electric supplier shall
15 give the customer written information that adequately
16 discloses, in plain language, the prices, terms and
17 conditions of the products and services being offered and
18 sold to the customer. This written information shall be
19 provided in a language in which the customer subject to
20 the marketing or solicitation is able to understand and
21 communicate, and the alternative retail electric supplier
22 shall not switch a customer who is unable to understand
23 and communicate in a language in which the marketing or
24 solicitation was conducted. The alternative retail
25 electric supplier shall comply with Section 2N of the
26 Consumer Fraud and Deceptive Business Practices Act.

1 (iii) An alternative retail electric supplier shall
2 provide documentation to the Commission and to customers
3 that substantiates any claims made by the alternative
4 retail electric supplier regarding the technologies and
5 fuel types used to generate the electricity offered or
6 sold to customers.

7 (iv) The alternative retail electric supplier shall
8 provide to the customer (1) itemized billing statements
9 that describe the products and services provided to the
10 customer and their prices, and (2) an additional
11 statement, at least annually, that adequately discloses
12 the average monthly prices, and the terms and conditions,
13 of the products and services sold to the customer.

14 (v) All in-person and telephone solicitations shall be
15 conducted in, translated into, and provided in a language
16 in which the consumer subject to the marketing or
17 solicitation is able to understand and communicate. An
18 alternative retail electric supplier shall terminate a
19 solicitation if the consumer subject to the marketing or
20 communication is unable to understand and communicate in
21 the language in which the marketing or solicitation is
22 being conducted. An alternative retail electric supplier
23 shall comply with Section 2N of the Consumer Fraud and
24 Deceptive Business Practices Act.

25 (vi) Each alternative retail electric supplier shall
26 conduct training for individual representatives engaged in

1 in-person solicitation and telemarketing to residential
2 customers on behalf of that alternative retail electric
3 supplier prior to conducting any such solicitations on the
4 alternative retail electric supplier's behalf. Each
5 alternative retail electric supplier shall submit a copy
6 of its training material to the Commission on an annual
7 basis and the Commission shall have the right to review
8 and require updates to the material. After initial
9 training, each alternative retail electric supplier shall
10 be required to conduct refresher training for its
11 individual representatives every 6 months.

12 (f) An alternative retail electric supplier may limit the
13 overall size or availability of a service offering by
14 specifying one or more of the following: a maximum number of
15 customers, maximum amount of electric load to be served, time
16 period during which the offering will be available, or other
17 comparable limitation, but not including the geographic
18 locations of customers within the area which the alternative
19 retail electric supplier is certificated to serve. The
20 alternative retail electric supplier shall file the terms and
21 conditions of such service offering including the applicable
22 limitations with the Commission prior to making the service
23 offering available to customers.

24 (g) Nothing in this Section shall be construed as
25 preventing an alternative retail electric supplier, which is
26 an affiliate of, or which contracts with, (i) an industry or

1 trade organization or association, (ii) a membership
2 organization or association that exists for a purpose other
3 than the purchase of electricity, or (iii) another
4 organization that meets criteria established in a rule adopted
5 by the Commission, from offering through the organization or
6 association services at prices, terms and conditions that are
7 available solely to the members of the organization or
8 association.

9 (Source: P.A. 101-590, eff. 1-1-20; 102-459, eff. 8-20-21.)

10 (220 ILCS 5/16-122)

11 Sec. 16-122. Customer information.

12 (a) Upon the request of a retail customer, or a person who
13 presents verifiable authorization and is acting as the
14 customer's agent, and payment of a reasonable fee, electric
15 utilities shall provide to the customer or its authorized
16 agent the customer's billing and usage data.

17 (b) Upon request from any alternative retail electric
18 supplier and payment of a reasonable fee, an electric utility
19 serving retail customers in its service area shall make
20 available generic information concerning the usage, load shape
21 curve or other general characteristics of customers by rate
22 classification. Provided however, no customer specific
23 billing, usage or load shape data shall be provided under this
24 subsection unless authorization to provide such information is
25 provided by the customer pursuant to subsection (a) of this

1 Section.

2 Notwithstanding the requirements of this Section, if an
3 alternative retail electric supplier warrants to an electric
4 utility serving more than 500,000 retail customers that the
5 alternative retail electric supplier's customer has provided
6 consent as described in subsection (d-5) of Section 2EE of the
7 Consumer Fraud and Deceptive Business Practices Act, then
8 until either the customer contacts the alternative retail
9 electric supplier to opt out or the customer is no longer
10 served by the alternative retail electric supplier:

11 (1) An electric utility serving more than 500,000
12 retail customers shall electronically transmit interval
13 meter usage data at the end of each monthly billing period
14 for each residential retail customer for which the
15 alternative retail electric supplier is providing electric
16 power and energy supply service, for which the alternative
17 retail electric supplier has requested such information,
18 and for which the electric utility meters the residential
19 customer using automated metering infrastructure
20 equipment. Such data transmission shall occur no later
21 than one business day after the electric utility serving
22 more than 500,000 retail customers validates the interval
23 meter usage data with the monthly billing period for such
24 residential retail customer through an electronic data
25 interchange or secure interface for which the alternative
26 retail electric supplier has requested such information

1 and upon payment of a reasonable and amortized fee to
2 recover the utility's prudently and reasonably incurred
3 costs, approved by the Commission after notice and
4 hearing, to provide this service. The interval meter usage
5 data shall be provided at a minimum on an hourly basis or
6 on a 30-minute basis. In addition, not later than the
7 following day, the electric utility shall provide
8 unverified interval data through an electronic data
9 interchange or secure interface for which the alternative
10 retail electric supplier has requested such information
11 and upon payment of a reasonable and amortized fee to
12 recover the utility's prudently and reasonably incurred
13 costs, approved by the Commission after notice and
14 hearing, to provide this service. The unverified interval
15 meter usage data shall be provided at a minimum on an
16 hourly basis or on a 30-minute basis. The same processes
17 shall apply for nonresidential retail customers.

18 (2) An electric utility serving more than 500,000
19 retail customers shall submit tariffs to the Commission
20 for approval within 120 days of the effective date of this
21 amendatory Act of the 103rd General Assembly to meet the
22 minimum requirements of paragraph (1) and provide such
23 services no later than June 1, 2025. The Commission shall
24 issue an order approving, or approving with modification
25 to ensure compliance with this Section, the tariff no
26 later than 240 days after such filing of the tariffs filed

1 as described in this Section.

2 (3) Nothing in this amendatory Act of the 103rd
3 General Assembly prohibits such utility proposing new
4 tariffs as described in Article IX to the extent such
5 tariffs are consistent with the requirements of this
6 amendatory Act of the 103rd General Assembly. Nothing in
7 this amendatory Act of the 103rd General Assembly shall
8 require such electric utility to alter its tariffs or
9 practices to the extent that they: (i) provide interval
10 data with shorter intervals; (ii) provide interval data
11 more frequently than monthly; or (iii) provide other
12 enhancements beyond the minimum standards required by
13 paragraph (1).

14 (4) An alternative retail electric supplier shall use
15 such interval meter usage data exclusively for the
16 development, marketing, and provision of current and
17 future products and services to enable such customers to
18 more easily and effectively manage their energy
19 consumption, including, but not limited to, time-of-use
20 pricing, demand response, energy efficiency or management,
21 beneficial electrification, on-site or community
22 generation, or any other electricity-related products or
23 services or customer billing or as otherwise authorized by
24 the Commission.

25 (5) An alternative retail electric supplier shall not
26 sell interval data obtained under this Section. An

1 alternative retail electric supplier shall not provide,
2 share, or otherwise disclose a consumer's interval meter
3 data obtained under this Section, except an alternative
4 retail electric supplier may license or disclose a
5 customer's interval meter data obtained under this Section
6 if the following conditions are met: (i) the license or
7 disclosure is made to an alternative retail electric
8 supplier's affiliate or a third party with which the
9 alternative retail electric supplier has a contract; (ii)
10 the disclosure of a customer's interval meter data is made
11 only to perform the following functions on behalf of the
12 alternative retail electric supplier: billing and
13 invoicing, administration of the product or service
14 provided to the customer, or pricing products and services
15 for the customer; and (iii) the alternative retail
16 electric supplier maintains responsibility for ensuring
17 that its affiliates and contracted third parties purge
18 such data upon termination of their contract, ownership,
19 affiliation, or license or other agreement, or to the
20 extent that the customer interval data is no longer
21 necessary for the affiliate or contracted third party to
22 perform the function for which the customer interval data
23 was provided. An alternative retail electric supplier may
24 not provide a customer's interval meter data obtained
25 under this Section to a sales agent, broker, or consultant
26 for the purpose of marketing to that specific customer. An

1 alternative retail electric supplier shall be strictly
2 liable under the Consumer Fraud and Deceptive Business
3 Practices Act, this Act, and any other applicable law for
4 any improper or unauthorized disclosure of customer
5 interval data by it or any entity to which it discloses
6 such customer interval data, regardless of whether such
7 data was disclosed under the terms of this Section.

8 (6) Nothing in this Section prohibits an electric
9 utility serving more than 500,000 retail customers from
10 providing interval metering data to an alternative retail
11 electric supplier as otherwise authorized by law or order
12 of the Commission.

13 (7) The Commission shall set such fee, after notice
14 and hearing pursuant to paragraph (1) and cost recovery to
15 provide data or services, including any and all data or
16 services provided or proposed under paragraphs (1) through
17 (3) or otherwise authorized by this amendatory Act of the
18 103rd General Assembly, which shall be designed to obtain
19 cost recovery solely from alternative retail electric
20 suppliers. The fee shall be paid by all alternative retail
21 electric suppliers that are authorized to provide service
22 to residential customers in the electric utility's service
23 territory on a periodic basis as set forth in the tariff.
24 The Commission shall not establish a fee that is so high as
25 to deter competition or competitive supply offerings in
26 the State, or deny a utility a reasonable opportunity to

1 recover its cost of providing public utility service
2 pursuant to this Act. The Commission may at any time
3 review the reasonableness of the fee established pursuant
4 to this Section upon its own motion or petition of an
5 interested party.

6 (c) Upon request from a unit of local government and
7 payment of a reasonable fee, an electric utility shall make
8 available information concerning the usage, load shape curves,
9 and other characteristics of customers by customer
10 classification and location within the boundaries of the unit
11 of local government, however, no customer specific billing,
12 usage, or load shape data shall be provided under this
13 subsection unless authorization to provide that information is
14 provided by the customer. This subsection (c) does not
15 prohibit an electric utility from providing a unit of local
16 government or its designated auditor the materials delineated
17 in Section 8-11-2.5 of the Illinois Municipal Code for the
18 purposes of an audit under that Section.

19 (d) All such customer information shall be made available
20 in a timely fashion in an electronic format, if available.

21 (Source: P.A. 102-1144, eff. 3-17-23.)

22 Section 10. The Consumer Fraud and Deceptive Business
23 Practices Act is amended by changing Section 2EE as follows:

24 (815 ILCS 505/2EE)

1 Sec. 2EE. Alternative retail electric supplier selection.

2 (a) An alternative retail electric supplier shall not
3 submit or execute a change in a consumer's selection of a
4 provider of electric service unless and until:

5 (i) the alternative retail electric supplier first
6 discloses all material terms and conditions of the offer
7 to the consumer;

8 (ii) if the consumer is a small commercial retail
9 customer as that term is defined in subsection (c) of this
10 Section or a residential consumer, the alternative retail
11 electric supplier discloses the utility electric supply
12 price to compare, which shall be the sum of the electric
13 supply charge and the transmission services charge, and
14 shall not include the purchased electricity adjustment,
15 applicable at the time the offer is made to the consumer;

16 (iii) if the consumer is a small commercial retail
17 customer as that term is defined in subsection (c) of this
18 Section or a residential consumer, the alternative retail
19 electric provider discloses the following statement:

20 "(Name of the alternative retail electric
21 supplier) is not the same entity as your electric
22 delivery company. You are not required to enroll with
23 (name of alternative retail electric supplier). As of
24 (effective date), the electric supply price to compare
25 is currently (price in cents per kilowatt hour). The
26 electric utility electric supply price will expire on

1 (expiration date). The utility electric supply price
2 to compare does not include the purchased electricity
3 adjustment factor. For more information go to the
4 Illinois Commerce Commission's free website at
5 www.pluginillinois.org."

6 If applicable, the statement shall include the
7 following statement:

8 "The purchased electricity adjustment factor may
9 range between +.5 cents and -.5 cents per kilowatt
10 hour.";

11 (iv) the alternative retail electric supplier has
12 obtained the consumer's express agreement to accept the
13 offer after the disclosure of all material terms and
14 conditions of the offer; and

15 (v) the alternative retail electric supplier has
16 confirmed the request for a change in accordance with one
17 of the following procedures:

18 (A) The new alternative retail electric supplier
19 has obtained the consumer's written or electronically
20 signed authorization in a form that meets the
21 following requirements:

22 (1) An alternative retail electric supplier
23 shall obtain any necessary written or
24 electronically signed authorization from a
25 consumer for a change in electric service by using
26 a letter of agency as specified in this Section.

1 Any letter of agency that does not conform with
2 this Section is invalid.

3 (2) The letter of agency shall be a separate
4 document (an easily separable document containing
5 only the authorization language described in
6 subparagraph (5)) whose sole purpose is to
7 authorize an electric service provider change. The
8 letter of agency must be signed and dated by the
9 consumer requesting the electric service provider
10 change.

11 (3) The letter of agency shall not be combined
12 with inducements of any kind on the same document.

13 (4) Notwithstanding subparagraphs (1) and (2),
14 the letter of agency may be combined with checks
15 that contain only the required letter of agency
16 language prescribed in subparagraph (5) and the
17 necessary information to make the check a
18 negotiable instrument. The letter of agency check
19 shall not contain any promotional language or
20 material. The letter of agency check shall contain
21 in easily readable, bold-face type on the face of
22 the check, a notice that the consumer is
23 authorizing an electric service provider change by
24 signing the check. The letter of agency language
25 also shall be placed near the signature line on
26 the back of the check.

1 (5) At a minimum, the letter of agency must be
2 printed with a print of sufficient size to be
3 clearly legible, and must contain clear and
4 unambiguous language that confirms:

5 (i) The consumer's billing name and
6 address;

7 (ii) The decision to change the electric
8 service provider from the current provider to
9 the prospective provider;

10 (iii) The terms, conditions, and nature of
11 the service to be provided to the consumer
12 must be clearly and conspicuously disclosed,
13 in writing, and an alternative retail electric
14 supplier must directly establish the rates for
15 the service contracted for by the consumer;
16 and

17 (iv) That the consumer understand that any
18 alternative retail electric supplier selection
19 the consumer chooses may involve a charge to
20 the consumer for changing the consumer's
21 electric service provider.

22 (6) Letters of agency shall not suggest or
23 require that a consumer take some action in order
24 to retain the consumer's current electric service
25 provider.

26 (7) If any portion of a letter of agency is

1 translated into another language, then all
2 portions of the letter of agency must be
3 translated into that language.

4 (B) An appropriately qualified independent third
5 party has obtained, in accordance with the procedures
6 set forth in this subsection (b), the consumer's oral
7 authorization to change electric suppliers that
8 confirms and includes appropriate verification data.
9 The independent third party (i) must not be owned,
10 managed, controlled, or directed by the supplier or
11 the supplier's marketing agent; (ii) must not have any
12 financial incentive to confirm supplier change
13 requests for the supplier or the supplier's marketing
14 agent; and (iii) must operate in a location physically
15 separate from the supplier or the supplier's marketing
16 agent.

17 Automated third-party verification systems and
18 3-way conference calls may be used for verification
19 purposes so long as the other requirements of this
20 subsection (b) are satisfied.

21 A supplier or supplier's sales representative
22 initiating a 3-way conference call or a call through
23 an automated verification system must drop off the
24 call once the 3-way connection has been established.

25 All third-party verification methods shall elicit,
26 at a minimum, the following information: (i) the

1 identity of the consumer; (ii) confirmation that the
2 person on the call is the account holder, has been
3 specifically and explicitly authorized by the account
4 holder, or possesses lawful authority to make the
5 supplier change; (iii) confirmation that the person on
6 the call wants to make the supplier change; (iv) the
7 names of the suppliers affected by the change; (v) the
8 service address of the supply to be switched; and (vi)
9 the price of the service to be supplied and the
10 material terms and conditions of the service being
11 offered, including whether any early termination fees
12 apply. Third-party verifiers may not market the
13 supplier's services by providing additional
14 information, including information regarding
15 procedures to block or otherwise freeze an account
16 against further changes.

17 All third-party verifications shall be conducted
18 in the same language that was used in the underlying
19 sales transaction and shall be recorded in their
20 entirety. Submitting suppliers shall maintain and
21 preserve audio records of verification of subscriber
22 authorization for a minimum period of 2 years after
23 obtaining the verification. Automated systems must
24 provide consumers with an option to speak with a live
25 person at any time during the call. Each disclosure
26 made during the third-party verification must be made

1 individually to obtain clear acknowledgment of each
2 disclosure. The alternative retail electric supplier
3 must be in a location where he or she cannot hear the
4 customer while the third-party verification is
5 conducted. The alternative retail electric supplier
6 shall not contact the customer after the third-party
7 verification for a period of 24 hours unless the
8 customer initiates the contact.

9 (C) When a consumer initiates the call to the
10 prospective alternative retail electric supplier, in
11 order to enroll the consumer as a customer, the
12 prospective alternative retail electric supplier must,
13 with the consent of the customer, make a date-stamped,
14 time-stamped audio recording that elicits, at a
15 minimum, the following information:

- 16 (1) the identity of the customer;
- 17 (2) confirmation that the person on the call
18 is authorized to make the supplier change;
- 19 (3) confirmation that the person on the call
20 wants to make the supplier change;
- 21 (4) the names of the suppliers affected by the
22 change;
- 23 (5) the service address of the supply to be
24 switched; and
- 25 (6) the price of the service to be supplied
26 and the material terms and conditions of the

1 service being offered, including whether any early
2 termination fees apply.

3 Submitting suppliers shall maintain and preserve
4 the audio records containing the information set forth
5 above for a minimum period of 2 years.

6 (b)(1) An alternative retail electric supplier shall not
7 utilize the name of a public utility in any manner that is
8 deceptive or misleading, including, but not limited to,
9 implying or otherwise leading a consumer to believe that an
10 alternative retail electric supplier is soliciting on behalf
11 of or is an agent of a utility. An alternative retail electric
12 supplier shall not utilize the name, or any other identifying
13 insignia, graphics, or wording that has been used at any time
14 to represent a public utility company or its services, to
15 identify, label, or define any of its electric power and
16 energy service offers. An alternative retail electric supplier
17 may state the name of a public electric utility in order to
18 accurately describe the electric utility service territories
19 in which the supplier is currently offering an electric power
20 and energy service. An alternative retail electric supplier
21 that is the affiliate of an Illinois public utility and that
22 was doing business in Illinois providing alternative retail
23 electric service on January 1, 2016 may continue to use that
24 public utility's name, logo, identifying insignia, graphics,
25 or wording in its business operations occurring outside the
26 service territory of the public utility with which it is

1 affiliated.

2 (2) An alternative retail electric supplier shall not
3 state or otherwise imply that the alternative retail electric
4 supplier is employed by, representing, endorsed by, or acting
5 on behalf of a utility or utility program, a consumer group or
6 consumer group program, or a governmental body, unless the
7 alternative retail electric supplier has entered into a
8 contractual arrangement with the governmental body and has
9 been authorized by the governmental body to make the
10 statements.

11 (c) An alternative retail electric supplier shall not
12 submit or execute a change in a consumer's selection of a
13 provider of electric service unless the alternative retail
14 electric supplier complies with the following requirements of
15 this subsection (c). It is a violation of this Section for an
16 alternative retail electric supplier to fail to comply with
17 this subsection (c). The requirements of this subsection (c)
18 shall only apply to residential and small commercial retail
19 customers. For purposes of this subsection (c) only, "small
20 commercial retail customer" has the meaning given to that term
21 in Section 16-102 of the Public Utilities Act.

22 (1) During a solicitation an alternative retail
23 electric supplier shall state that he or represents an
24 independent seller of electric power and energy service
25 certified by the Illinois Commerce Commission and that he
26 or she is not employed by, representing, endorsed by, or

1 acting on behalf of, a utility, or a utility program, a
2 consumer group or consumer group program, or a
3 governmental body, unless the alternative retail electric
4 supplier has entered into a contractual arrangement with
5 the governmental body and has been authorized with the
6 governmental body to make the statements.

7 (2) Alternative retail electric suppliers who engage
8 in in-person solicitation for the purpose of selling
9 electric power and energy service offered by the
10 alternative retail electric supplier shall display
11 identification on an outer garment. This identification
12 shall be visible at all times and prominently display the
13 following: (i) the alternative retail electric supplier
14 agent's full name in reasonable size font; (ii) an agent
15 identification number; (iii) a photograph of the
16 alternative retail electric supplier agent; and (iv) the
17 trade name and logo of the alternative retail electric
18 supplier the agent is representing. If the agent is
19 selling electric power and energy services from multiple
20 alternative retail electric suppliers to the consumer, the
21 identification shall display the trade name and logo of
22 the agent, broker, or consultant entity as that entity is
23 defined in Section 16-115C of the Public Utilities Act. An
24 alternative retail electric supplier shall leave the
25 premises at the consumer's, owner's, or occupant's
26 request. A copy of the Uniform Disclosure Statement

1 described in 83 Ill. Adm. Code 412.115 and 412.Appendix A
2 is to be left with the consumer, at the conclusion of the
3 visit unless the consumer refuses to accept a copy. An
4 alternative retail electric supplier may provide the
5 Uniform Disclosure Statement electronically instead of in
6 paper form to a consumer upon that customer's request. The
7 alternative retail electric supplier shall also offer to
8 the consumer, at the time of the initiation of the
9 solicitation, a business card or other material that lists
10 the agent's name, identification number and title, and the
11 alternative retail electric supplier's name and contact
12 information, including phone number. The alternative
13 retail electric supplier shall not conduct any in-person
14 solicitations of consumers at any building or premises
15 where any sign, notice, or declaration of any description
16 whatsoever is posted that prohibits sales, marketing, or
17 solicitations. The alternative retail electric supplier
18 shall obtain consent to enter multi-unit residential
19 dwellings. Consent obtained to enter a multi-unit dwelling
20 from one prospective customer or occupant of the dwelling
21 shall not constitute consent to market to any other
22 prospective consumers without separate consent.

23 (3) An alternative retail electric supplier who
24 contacts consumers by telephone for the purpose of selling
25 electric power and energy service shall provide the
26 agent's name and identification number. Any telemarketing

1 solicitations that lead to a telephone enrollment of a
2 consumer must be recorded and retained for a minimum of 2
3 years. All telemarketing calls of consumers that do not
4 lead to a telephone enrollment, but last at least 2
5 minutes, shall be recorded and retained for a minimum of 6
6 months.

7 (4) During an inbound enrollment call, an alternative
8 retail electric supplier shall state that he or she
9 represents an independent seller of electric power and
10 energy service certified by the Illinois Commerce
11 Commission. All inbound enrollment calls that lead to an
12 enrollment shall be recorded, and the recordings shall be
13 retained for a minimum of 2 years. An inbound enrollment
14 call that does not lead to an enrollment, but lasts at
15 least 2 minutes, shall be retained for a minimum of 6
16 months. The alternative retail electric supplier shall
17 send the Uniform Disclosure Statement and contract to the
18 customer within 3 business days after the electric
19 utility's confirmation to the alternative retail electric
20 supplier of an accepted enrollment.

21 (5) If a direct mail solicitation to a consumer
22 includes a written letter of agency, it shall include the
23 Uniform Disclosure Statement described in 83 Ill. Adm.
24 Code 412.115 and 412.Appendix A. The Uniform Disclosure
25 Statement shall be provided on a separate page from the
26 other marketing materials included in the direct mail

1 solicitation. If a written letter of agency is being used
2 to authorize a consumer's enrollment, the written letter
3 of agency shall comply with this Section. A copy of the
4 contract must be sent to the consumer within 3 business
5 days after the electric utility's confirmation to the
6 alternative retail electric supplier of an accepted
7 enrollment.

8 (6) Online Solicitation.

9 (A) Each alternative retail electric supplier
10 offering electric power and energy service to
11 consumers online shall clearly and conspicuously make
12 all disclosures for any services offered through
13 online enrollment before requiring the consumer to
14 enter any personal information other than zip code,
15 electric utility service territory, or type of service
16 sought.

17 (B) Notwithstanding any requirements in this
18 Section to the contrary, an alternative retail
19 electric supplier may secure consent from the consumer
20 to obtain customer-specific billing and usage
21 information for the sole purpose of determining and
22 pricing a product through a letter of agency or method
23 approved through an Illinois Commerce Commission
24 docket before making all disclosure for services
25 offered through online enrollment. It is a violation
26 of this Act for an alternative retail electric

1 supplier to use a consumer's utility account number to
2 execute or change a consumer's enrollment unless the
3 consumer expressly consents to that enrollment as
4 required by law.

5 (C) The enrollment website of the alternative
6 retail electric supplier shall, at a minimum, include:
7 (i) disclosure of all material terms and conditions of
8 the offer; (ii) a statement that electronic acceptance
9 of the terms and conditions is an agreement to
10 initiate service and begin enrollment; (iii) a
11 statement that the consumer shall review the contract
12 or contact the current supplier to learn if any early
13 termination fees are applicable; and (iv) an email
14 address and toll-free phone number of the alternative
15 retail electric supplier where the customer can
16 express a decision to rescind the contract.

17 (7) (A) Beginning January 1, 2020, an alternative
18 retail electric supplier shall not sell or offer to sell
19 any products or services to a consumer pursuant to a
20 contract in which the contract automatically renews,
21 unless an alternative retail electric supplier provides to
22 the consumer at the outset of the offer, in addition to
23 other disclosures required by law, a separate written
24 statement titled "Automatic Contract Renewal" that clearly
25 and conspicuously discloses in bold lettering in at least
26 12-point font the terms and conditions of the automatic

1 contract renewal provision, including: (i) the estimated
2 bill cycle on which the initial contract term expires and
3 a statement that it could be later based on when the
4 utility accepts the initial enrollment; (ii) the estimated
5 bill cycle on which the new contract term begins and a
6 statement that it will immediately follow the last billing
7 cycle of the current term; (iii) the procedure to
8 terminate the contract before the new contract term
9 applies; and (iv) the cancellation procedure. If the
10 alternative retail electric supplier sells or offers to
11 sell the products or services to a consumer during an
12 in-person solicitation or telemarketing solicitation, the
13 disclosures described in this subparagraph (A) shall also
14 be made to the consumer verbally during the solicitation.
15 Nothing in this subparagraph (A) shall be construed to
16 apply to contracts entered into before January 1, 2020.

17 (B) At least 30 days before, but not more than 60
18 days prior, to the end of the initial contract term, in
19 any and all contracts that automatically renew after
20 the initial term, the alternative retail electric
21 supplier shall send, in addition to other disclosures
22 required by law, a separate written notice of the
23 contract renewal to the consumer that clearly and
24 conspicuously discloses the following:

25 (i) a statement printed or visible from the
26 outside of the envelope or in the subject line of

1 the email, if the customer has agreed to receive
2 official documents by email, that states "Contract
3 Renewal Notice";

4 (ii) a statement in bold lettering, in at
5 least 12-point font, that the contract will
6 automatically renew unless the customer cancels
7 it;

8 (iii) the billing cycle in which service under
9 the current term will expire;

10 (iv) the billing cycle in which service under
11 the new term will begin;

12 (v) the process and options available to the
13 consumer to reject the new contract terms;

14 (vi) the cancellation process if the
15 consumer's contract automatically renews before
16 the consumer rejects the new contract terms;

17 (vii) the terms and conditions of the new
18 contract term;

19 (viii) for a fixed rate contract, a
20 side-by-side comparison of the current price and
21 the new price; for a variable rate contract or
22 time-of-use product in which the first month's
23 renewal price can be determined, a side-by-side
24 comparison of the current price and the price for
25 the first month of the new variable or time-of-use
26 price; or for a variable or time-of-use contract

1 based on a publicly available index, a
2 side-by-side comparison of the current formula and
3 the new formula; and

4 (ix) the phone number and Internet address to
5 submit a consumer inquiry or complaint to the
6 Illinois Commerce Commission and the Office of the
7 Attorney General.

8 (C) An alternative retail electric supplier shall
9 not automatically renew a consumer's enrollment after
10 the current term of the contract expires when the
11 current term of the contract provides that the
12 consumer will be charged a fixed rate and the renewed
13 contract provides that the consumer will be charged a
14 variable rate, unless: (i) the alternative retail
15 electric supplier complies with subparagraphs (A) and
16 (B); and (ii) the customer expressly consents to the
17 contract renewal in writing or by electronic signature
18 at least 30 days, but no more than 60 days, before the
19 contract expires.

20 (D) This paragraph (7) does not apply to customers
21 enrolled in a municipal aggregation program pursuant
22 to Section 1-92 of the Illinois Power Agency Act.

23 (8) All in-person and telephone solicitations shall be
24 conducted in, translated into, and provided in a language
25 in which the consumer subject to the marketing or
26 solicitation is able to understand and communicate. An

1 alternative retail electric supplier shall terminate a
2 solicitation if the consumer subject to the marketing or
3 communication is unable to understand and communicate in
4 the language in which the marketing or solicitation is
5 being conducted. An alternative retail electric supplier
6 shall comply with Section 2N of this Act.

7 (9) Beginning January 1, 2020, consumers shall have
8 the right to terminate their contract with the alternative
9 retail electric supplier at any time without any
10 termination fees or penalties.

11 (10) An alternative retail electric supplier shall not
12 submit a change to a customer's electric service provider
13 in violation of Section 16-115E of the Public Utilities
14 Act.

15 (d) Complaints may be filed with the Illinois Commerce
16 Commission under this Section by a consumer whose electric
17 service has been provided by an alternative retail electric
18 supplier in a manner not in compliance with this Section or by
19 the Illinois Commerce Commission on its own motion when it
20 appears to the Commission that an alternative retail electric
21 supplier has provided service in a manner not in compliance
22 with this Section. If, after notice and hearing, the
23 Commission finds that an alternative retail electric supplier
24 has violated this Section, the Commission may in its
25 discretion do any one or more of the following:

26 (1) Require the violating alternative retail electric

1 supplier to refund to the consumer charges collected in
2 excess of those that would have been charged by the
3 consumer's authorized electric service provider.

4 (2) Require the violating alternative retail electric
5 supplier to pay to the consumer's authorized electric
6 service provider the amount the authorized electric
7 service provider would have collected for the electric
8 service. The Commission is authorized to reduce this
9 payment by any amount already paid by the violating
10 alternative retail electric supplier to the consumer's
11 authorized provider for electric service.

12 (3) Require the violating alternative retail electric
13 supplier to pay a fine of up to \$10,000 into the Public
14 Utility Fund for each violation of this Section.

15 (4) Issue a cease and desist order.

16 (5) For a pattern of violation of this Section or for
17 violations that continue after a cease and desist order,
18 revoke the violating alternative retail electric
19 supplier's certificate of service authority.

20 (d-5) (1) Before an alternative retail electric supplier
21 may warrant that it has a residential customer or small
22 commercial retail customer's express consent agreement to
23 access interval data as described in subsection (b) of Section
24 16-122 of the Public Utilities Act, the alternative retail
25 electric supplier shall: (i) disclose to the consumer at the
26 outset of the offer that the alternative retail electric

1 supplier will access the consumer's interval data from the
2 consumer's utility with the consumer's express agreement, and
3 the consumer's option to refuse to provide express agreement
4 to access the consumer's interval data; and (ii) obtain the
5 consumer's express agreement for the alternative retail
6 electric supplier to access the consumer's interval data from
7 the consumer's utility in a separate letter of agency, a
8 distinct response to a third-party verification, or during a
9 recorded enrollment initiated by the consumer with the
10 consumer's consent. The disclosure by the alternative retail
11 electric supplier to the consumer in this Section shall be
12 conducted in, translated into, and provided in a language in
13 which the consumer subject to the disclosure is able to
14 understand and communicate.

15 (2) Before an alternative retail electric supplier may
16 warrant to an electric utility that it has an express
17 agreement from a residential customer or small commercial
18 retail customer who was enrolled with the alternative retail
19 electric supplier prior to the effective date of this
20 amendatory Act of the 103rd General Assembly to access the
21 consumer's interval data as described in subsection (b) of
22 Section 16-122 of the Public Utilities Act, an alternative
23 retail electric supplier shall: (i) disclose to the consumer
24 that the alternative retail electric supplier will access the
25 consumer's interval data from the consumer's utility with the
26 consumer's express agreement, which is a material change to

1 the consumer's existing contract terms, and the consumer's
2 option to refuse to provide express agreement to access the
3 consumer's interval data; and (ii) obtain the consumer's
4 express agreement for the alternative retail electric supplier
5 to change the consumer's material contract terms to access the
6 consumer's interval data from the consumer's utility in a
7 separate letter of agency, a distinct response to a
8 third-party verification, or during a recorded enrollment
9 initiated by the consumer with the consumer's consent. The
10 disclosure by the alternative retail electric supplier to the
11 consumer in this Section shall be conducted in, translated
12 into, and provided in a language in which the consumer subject
13 to the disclosure is able to understand and communicate.

14 (3) An alternative retail electric supplier may refuse to
15 enroll or may disenroll a residential customer or small
16 commercial retail customer in a product or service as
17 described in paragraph (4) of subsection (b) of Section 16-122
18 of the Public Utilities Act if the residential customer or
19 small commercial retail customer does not provide or revokes
20 consent under this subsection.

21 (4) An alternative retail electric supplier shall not
22 warrant that it has a non residential customer's, other than a
23 small commercial retail customer, consent to access interval
24 data as described in subsection (b) of Section 16-122 of the
25 Public Utilities Act unless the contract between the
26 alternative retail electric supplier and the customer

1 explicitly provides the alternative retail electric supplier
2 with permission to access the customer's interval meter usage
3 data. An alternative retail electric supplier shall not
4 release, sell, license, or otherwise disclose any customer
5 interval data obtained under Section 16-122 of the Public
6 Utilities Act to any third person except as provided for in
7 Section 16-122 of the Public Utilities Act.

8 (e) For purposes of this Section:

9 "Electric service provider" shall have the meaning given
10 that phrase in Section 6.5 of the Attorney General Act.

11 "Alternative retail electric supplier" has the meaning
12 given to that term in Section 16-102 of the Public Utilities
13 Act.

14 (Source: P.A. 101-590, eff. 1-1-20; 102-958, eff. 1-1-23;
15 revised 12-13-22.)

16 Section 99. Effective date. This Act takes effect upon
17 becoming law.