



Sen. Don Harmon

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LRB096 05740 MJR 37616 a

1 AMENDMENT TO SENATE BILL 107

2 AMENDMENT NO. _____. Amend Senate Bill 107 by replacing
3 everything after the enacting clause with the following:

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

1 master antenna television, satellite master antenna
2 television, direct broadcast satellite, multipoint
3 distribution service, and other provider of video programming
4 shall only be subject to the provisions of this Article to the
5 extent permitted by federal law.

6 The following definitions apply to the terms used in this
7 Article:

8 "Basic cable or video service" means any service offering
9 or tier that includes the retransmission of local television
10 broadcast signals.

11 "Cable or video provider" means any person or entity
12 providing cable service or video service pursuant to
13 authorization under (i) the Cable and Video Competition Law of
14 2007; (ii) Section 11-42-11 of the Illinois Municipal Code;
15 (iii) Section 5-1095 of the Counties Code; or (iv) a master
16 antenna television, satellite master antenna television,
17 direct broadcast satellite, multipoint distribution services,
18 and other providers of video programming, whatever their
19 technology. A cable or video provider shall not include a
20 landlord providing only broadcast video programming to a
21 single-family home or other residential dwelling consisting of
22 4 units or less.

23 "Franchise" has the same meaning as found in 47 U.S.C.
24 522(9).

25 "Local unit of government" means a city, village,
26 incorporated town, or a county.

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

6 "Normal operating conditions" means those service
7 conditions that are within the control of cable or video
8 providers. Those conditions that are not within the control of
9 cable or video providers include, but are not limited to,
10 natural disasters, civil disturbances, power outages,
11 telephone network outages, and severe or unusual weather
12 conditions. Those conditions that are ordinarily within the
13 control of cable or video providers include, but are not
14 limited to, special promotions, pay-per-view events, rate
15 increases, regular peak or seasonal demand periods, and
16 maintenance or upgrade of the cable service or video service
17 network.

18 "Service interruption" means the loss of picture or sound
19 on one or more cable service or video service on one or more
20 cable or video channels.

21 "Service line drop" means the point of connection between a
22 premises and the cable or video network that enables the
23 premises to receive cable service or video service.

24 (a) General customer service standards:

25 (1) Cable or video providers shall establish general
26 standards related to customer service, which shall

1 include, but not be limited to, installation,
2 disconnection, service and repair obligations; appointment
3 hours and employee ID requirements; customer service
4 telephone numbers and hours; procedures for billing,
5 charges, deposits, refunds, and credits; procedures for
6 termination of service; notice of deletion of programming
7 service; changes related to transmission of programming;
8 changes or increases in rates; the use and availability of
9 parental control or lock-out devices; the use and
10 availability of an A/B switch if applicable; complaint
11 procedures and procedures for bill dispute resolution; a
12 description of the rights and remedies available to
13 consumers if the cable or video provider does not
14 materially meet its customer service standards; and
15 special services for customers with visual, hearing, or
16 mobility disabilities.

17 (2) Cable or video providers' rates for each level of
18 service, rules, regulations, and policies related to its
19 cable service or video service described in paragraph (1)
20 of this subsection (a) must be made available to the public
21 and displayed clearly and conspicuously on the cable or
22 video provider's site on the Internet. If a promotional
23 price or a price for a specified period of time is offered,
24 the cable or video provider shall display the price at the
25 end of the promotional period or specified period of time
26 clearly and conspicuously with the display of the

1 promotional price or price for a specified period of time.
2 The cable or video provider shall provide this information
3 upon request.

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

22 (b) General customer service obligations:

23 (1) Cable or video providers shall render reasonably
24 efficient service, promptly make repairs, and interrupt
25 service only as necessary and for good cause, during
26 periods of minimum use of the system and for no more than

1 24 hours.

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

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

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

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

22 (5) Cable or video providers shall provide customers a
23 minimum of 30 days' written notice before increasing rates
24 or eliminating transmission of programming and shall
25 submit the notice to the local unit of government in
26 advance of distribution to customers, provided that the

1 cable or video provider is not in violation of this
2 provision if the elimination of transmission of
3 programming was outside the control of the provider, in
4 which case the provider shall use reasonable efforts to
5 provide as much notice as possible, and any rate decrease
6 related to the elimination of transmission of programming
7 shall be applied to the date of the change.

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

15 (c) Bills, payment, and termination:

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

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

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

24 (4) Cable or video providers may not terminate
25 residential service for nonpayment of a bill unless the
26 cable or video provider furnishes notice of the delinquency

1 and impending termination at least 21 days prior to the
2 proposed termination. Notice of proposed termination shall
3 be mailed, postage prepaid, to the customer to whom service
4 is billed. Notice of proposed termination shall not be
5 mailed until the 29th day after the date of the bill for
6 services. Notice of delinquency and impending termination
7 may be part of a billing statement only if the notice is
8 presented in a different color than the bill and is
9 designed to be conspicuous. The cable or video providers
10 may not assess a late fee prior to the 29th day after the
11 date of the bill for service.

12 (5) Every notice of impending termination shall
13 include all of the following: the name and address of
14 customer; the amount of the delinquency; the date on which
15 payment is required to avoid termination; and the telephone
16 number of the cable or video provider's service
17 representative to make payment arrangements and to provide
18 additional information about the charges for failure to
19 return equipment and for reconnection, if any. No customer
20 may be charged a fee for termination or disconnection of
21 service, irrespective of whether the customer initiated
22 termination or disconnection or the cable or video provider
23 initiated termination or disconnection.

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

1 (7) Any service terminated by a cable or video provider
2 without good cause shall be restored without any
3 reconnection fee, charge, or penalty; good cause for
4 termination includes, but is not limited to, failure to pay
5 a bill by the date specified in the notice of impending
6 termination, payment by check for which there are
7 insufficient funds, theft of service, abuse of equipment or
8 personnel, or other similar subscriber actions.

9 (8) Cable or video providers shall cease charging a
10 customer for any or all services within one business day
11 after it receives a request to immediately terminate
12 service or on the day requested by the customer if such a
13 date is at least 5 days from the date requested by the
14 customer. Nothing in this subsection (c) shall prohibit the
15 provider from billing for charges that the customer incurs
16 prior to the date of termination. Cable or video providers
17 shall issue a credit or a refund or return a deposit within
18 10 business days after the close of the customer's billing
19 cycle following the request for termination or the return
20 of equipment, if any, whichever is later.

21 (9) The customers or subscribers of a cable or video
22 provider shall be allowed to disconnect their service at
23 any time within the first 60 days after subscribing to or
24 upgrading the service. Within this 60-day period, cable or
25 video providers shall not charge or impose any fees or
26 penalties on the customer for disconnecting service,

1 including, but not limited to, any installation charge or
2 the imposition of an early termination charge, except the
3 cable or video provider may impose a charge or fee to
4 offset any rebates or credits received by the customer and
5 may impose monthly service or maintenance charges,
6 including pay-per-view and premium services charges,
7 during such 60-day period.

8 (10) Cable and video providers shall guarantee
9 customer satisfaction for new or upgraded service and the
10 customer shall receive a pro-rata credit in an amount equal
11 to the pro-rata charge for the remaining days of service
12 being disconnected or replaced upon the customers request
13 if the customer is dissatisfied with the service and
14 requests to discontinue the service within the first 60
15 days after subscribing to the upgraded service.

16 (d) Response to customer inquiries:

17 (1) Cable or video providers will maintain a toll-free
18 telephone access line that is available to customers 24
19 hours a day, 7 days a week to accept calls regarding
20 installation, termination, service, and complaints.
21 Trained, knowledgeable, qualified service representatives
22 of the cable or video providers will be available to
23 respond to customer telephone inquiries during normal
24 business hours. Customer service representatives shall be
25 able to provide credit, waive fees, schedule appointments,
26 and change billing cycles. Any difficulties that cannot be

1 resolved by the customer service representatives shall be
2 referred to a supervisor who shall make his or her best
3 efforts to resolve the issue immediately. If the supervisor
4 does not resolve the issue to the customer's satisfaction,
5 the customer shall be informed of the cable or video
6 provider's complaint procedures and procedures for billing
7 dispute resolution and given a description of the rights
8 and remedies available to customers to enforce the terms of
9 this Article, including the customer's rights to have the
10 complaint reviewed by the local unit of government, to
11 request mediation, and to review in a court of competent
12 jurisdiction.

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

21 (3) Cable or video providers shall provide customers
22 seeking non-standard installations with a total
23 installation cost estimate and an estimated date of
24 completion. The actual charge to the customer shall not
25 exceed 10% of the estimated cost without the written
26 consent of the customer.

1 (4) If the cable or video provider receives notice that
2 an unsafe condition exists with respect to its equipment,
3 it shall investigate such condition immediately and shall
4 take such measures as are necessary to remove or eliminate
5 the unsafe condition. The cable or video provider shall
6 inform the local unit of government promptly, but no later
7 than 2 hours after it receives notification of an unsafe
8 condition that it has not remedied.

9 (5) Under normal operating conditions, telephone
10 answer time by the cable or video provider's customer
11 representative, including wait time, shall not exceed 30
12 seconds when the connection is made. If the call needs to
13 be transferred, transfer time shall not exceed 30 seconds.
14 These standards shall be met no less than 90% of the time
15 under normal operating conditions, measured on a quarterly
16 basis.

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 within 48 hours after the interruption
11 is reported by the customer 95% of the time, measured on a
12 quarterly basis.

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

20 (4) Cable or video providers may not cancel an
21 appointment with a customer after 5:00 p.m. on the business
22 day prior to the scheduled appointment. If the cable or
23 video provider's representative is running late for an
24 appointment with a customer and will not be able to keep
25 the appointment as scheduled, the customer will be
26 contacted. The appointment will be rescheduled, as

1 necessary, at a time that is convenient for the customer,
2 even if the rescheduled appointment is not within normal
3 business hours.

4 (f) Public benefit obligation:

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

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

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

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

1 described in subdivisions (5) and (6) of subsection (d) and
2 subdivisions (1) and (2) of subsection (e) of this Section for
3 cable services or video services. The performance data shall be
4 disaggregated for each requesting local unit of government or
5 local exchange, as that term is defined in Section 13-206 of
6 this Act, in which the cable or video providers have customers.

7 (h) To the extent consistent with federal law, cable or
8 video providers shall offer the lowest-cost basic cable or
9 video service as a stand-alone service to residential customers
10 at reasonable rates. Cable or video providers shall not require
11 the subscription to any service other than the lowest-cost
12 basic service or to any telecommunications or information
13 service, as a condition of access to cable or video service,
14 including programming offered on a per channel or per program
15 basis. Cable or video providers shall not discriminate between
16 subscribers to the lowest-cost basic service, subscribers to
17 other cable services or video services, and other subscribers
18 with regard to the rates charged for cable or video programming
19 offered on a per channel or per program basis.

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

1 (j) To the extent consistent with federal law, cable or
2 video providers shall have a rate structure for the provision
3 of cable or video service that is uniform throughout the area
4 within the boundaries of the local unit of government. This
5 subsection (j) is not intended to prohibit bulk discounts to
6 multiple dwelling units or to prohibit reasonable discounts to
7 senior citizens or other economically disadvantaged groups.

8 (k) To the extent consistent with federal law, cable or
9 video providers shall not charge a subscriber for any service
10 or equipment that the subscriber has not affirmatively
11 requested by name. For purposes of this subsection (k), a
12 subscriber's failure to refuse a cable or video provider's
13 proposal to provide service or equipment shall not be deemed to
14 be an affirmative request for such service or equipment.

15 (l) No contract or service offering cable services or video
16 services or any bundle including such services shall be for a
17 term longer than 2 years ~~one year~~. Any contract or service
18 offering with a term of service that contains an early
19 termination fee shall limit the early termination fee to not
20 more than the amount of the discount reflected in the price for
21 cable services or video services for the period during which
22 the consumer benefited from the discount.

23 (m) Cable or video providers shall not discriminate in the
24 provision of services for the hearing and visually impaired,
25 and shall comply with the accessibility requirements of 47
26 U.S.C. 613. Cable or video providers shall deliver and pick-up

1 or provide customers with pre-paid shipping and packaging for
2 the return of converters and other necessary equipment at the
3 home of customers with disabilities. Cable or video providers
4 shall provide free use of a converter or remote control unit to
5 mobility impaired customers.

6 (n) (1) To the extent consistent with federal law, cable or
7 video providers shall comply with the provisions of 47 U.S.C.
8 532(h) and (j). The cable or video providers shall not exercise
9 any editorial control over any video programming provided
10 pursuant to this Section, or in any other way consider the
11 content of such programming, except that a cable or video
12 provider may refuse to transmit any leased access program or
13 portion of a leased access program that contains obscenity,
14 indecency, or nudity and may consider such content to the
15 minimum extent necessary to establish a reasonable price for
16 the commercial use of designated channel capacity by an
17 unaffiliated person. This subsection (n) shall permit cable or
18 video providers to enforce prospectively a written and
19 published policy of prohibiting programming that the cable or
20 video provider reasonably believes describes or depicts sexual
21 or excretory activities or organs in a patently offensive
22 manner as measured by contemporary community standards.

23 (2) Upon customer request, the cable or video provider
24 shall, without charge, fully scramble or otherwise fully
25 block the audio and video programming of each channel
26 carrying such programming so that a person who is not a

1 subscriber does not receive the channel or programming.

2 (3) In providing sexually explicit adult programming
3 or other programming that is indecent on any channel of its
4 service primarily dedicated to sexually oriented
5 programming, the cable or video provider shall fully
6 scramble or otherwise fully block the video and audio
7 portion of such channel so that a person who is not a
8 subscriber to such channel or programming does not receive
9 it.

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

13 (o) Cable or video providers will maintain a listing,
14 specific to the level of street address, of the areas where its
15 cable or video services are available. Customers who inquire
16 about purchasing cable or video service shall be informed about
17 whether the cable or video provider's cable or video services
18 are currently available to them at their specific location.

19 (p) Cable or video providers shall not disclose the name,
20 address, telephone number or other personally identifying
21 information of a cable service or video service customer to be
22 used in mailing lists or to be used for other commercial
23 purposes not reasonably related to the conduct of its business
24 unless the cable or video provider has provided to the customer
25 a notice, separately or included in any other customer service
26 notice, that clearly and conspicuously describes the

1 customer's ability to prohibit the disclosure. Cable or video
2 providers shall provide an address and telephone number for a
3 customer to use without a toll charge to prevent disclosure of
4 the customer's name and address in mailing lists or for other
5 commercial purposes not reasonably related to the conduct of
6 its business to other businesses or affiliates of the cable or
7 video provider. Cable or video providers shall comply with the
8 consumer privacy requirements of the Communications Consumer
9 Privacy Act, the Restricted Call Registry Act, and 47 U.S.C.
10 551 that are in effect as of June 30, 2007 (the effective date
11 of Public Act 95-9) and as amended thereafter.

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

26 (r) The Attorney General and the local unit of government

1 may enforce all of the customer service and privacy protection
2 standards of this Section with respect to complaints received
3 from residents within the local unit of government's
4 jurisdiction, but it may not adopt or seek to enforce any
5 additional or different customer service or performance
6 standards under any other authority or provision of law.

7 (1) The local unit of government may, by ordinance,
8 provide a schedule of penalties for any material breach of
9 this Section by cable or video providers in addition to the
10 penalties provided herein. No monetary penalties shall be
11 assessed for a material breach if it is out of the
12 reasonable control of the cable or video providers or its
13 affiliate. Monetary penalties adopted in an ordinance
14 pursuant to this Section shall apply on a competitively
15 neutral basis to all providers of cable service or video
16 service within the local unit of government's
17 jurisdiction. In no event shall the penalties imposed under
18 this subsection (r) exceed \$750 for each day of the
19 material breach, and these penalties shall not exceed
20 \$25,000 for each occurrence of a material breach per
21 customer.

22 (2) For purposes of this Section, "material breach"
23 means any substantial failure of a cable or video service
24 provider to comply with service quality and other standards
25 specified in any provision of this Act. The Attorney
26 General or the local unit of government shall give the

1 cable or video provider written notice of any alleged
2 material breaches of this Act and allow such provider at
3 least 30 days from receipt of the notice to remedy the
4 specified material breach.

5 (3) A material breach, for the purposes of assessing
6 penalties, shall be deemed to have occurred for each day
7 that a material breach has not been remedied by the cable
8 service or video service provider after the expiration of
9 the period specified in subdivision (2) of this subsection
10 (r) in each local unit of government's jurisdiction,
11 irrespective of the number of customers affected.

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

24 (s) Cable or video providers shall credit customers for
25 violations in the amounts stated herein. The credits shall be
26 applied on the statement issued to the customer for the next

1 monthly billing cycle following the violation or following the
2 discovery of the violation. Cable or video providers are
3 responsible for providing the credits described herein and the
4 customer is under no obligation to request the credit. If the
5 customer is no longer taking service from the cable or video
6 provider, the credit amount will be refunded to the customer by
7 check within 30 days of the termination of service. A local
8 unit of government may, by ordinance, adopt a schedule of
9 credits payable directly to customers for breach of the
10 customer service standards and obligations contained in this
11 Article, provided the schedule of customer credits applies on a
12 competitively neutral basis to all providers of cable service
13 or video service in the local unit of government's jurisdiction
14 and the credits are not greater than the credits provided in
15 this Section.

16 (1) Failure to provide notice of customer service
17 standards upon initiation of service: \$25.00.

18 (2) Failure to install service within 7 days: Waiver of
19 50% of the installation fee or the monthly fee for the
20 lowest-cost basic service, whichever is greater. Failure
21 to install service within 14 days: Waiver of 100% of the
22 installation fee or the monthly fee for the lowest-cost
23 basic service, whichever is greater.

24 (3) Failure to remedy service interruptions or poor
25 video or audio service quality within 48 hours: Pro-rata
26 credit of total regular monthly charges equal to the number

1 of days of the service interruption.

2 (4) Failure to keep an appointment or to notify the
3 customer prior to the close of business on the business day
4 prior to the scheduled appointment: \$25.00.

5 (5) Violation of privacy protections: \$150.00.

6 (6) Failure to comply with scrambling requirements:
7 \$50.00 per month.

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

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

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

21 (u) This Article applies to all cable and video providers
22 in the State, including but not limited to those operating
23 under a local franchise as that term is used in 47 U.S.C.
24 522(9), those operating under authorization pursuant to
25 Section 11-42-11 of the Illinois Municipal Code, those
26 operating under authorization pursuant to Section 5-1095 of the

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

3 (Source: P.A. 95-9, eff. 6-30-07; 95-876, eff. 8-21-08.)

4 Section 99. Effective date. This Act takes effect upon
5 becoming law.".