



Sen. Sue Rezin

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1 AMENDMENT TO SENATE BILL 3131

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 3131 on page 5,  
3 line 15, after "2-106," by inserting "4-204,"; and

4 on page 5, line 15, after "8-103B," by inserting "8-507,"; and

5 on page 5, line 18, by replacing "and 16-111" with "and  
6 22-501"; and

7 on page 9, immediately below line 20, by inserting the  
8 following:

9 "(220 ILCS 5/4-204) (from Ch. 111 2/3, par. 4-204)

10 Sec. 4-204. ~~If Whenever the Commission receives notice from~~  
11 ~~the Secretary of State that~~ any domestic or foreign company  
12 corporation regulated under this Act has not paid a franchise  
13 tax, license fee, filing fee, or penalty required under the ~~The~~  
14 Business Corporation Act of 1983 or under any other Illinois

1 statute pertaining to domestic or foreign corporations,  
2 limited liability companies, partnerships, associations, or  
3 other organizations, ~~approved January 5, 1984, as amended,~~ then  
4 ~~the Commission shall institute proceedings for the revocation~~  
5 ~~of~~ the franchise, license, permit, or right to engage in any  
6 business required under this Act shall be suspended by  
7 operation of law ~~or the suspension thereof~~ until such time  
8 within a one year period from the date of suspension as the  
9 delinquent franchise tax, license fee, filing fee, or penalty  
10 is paid and revoked by operation of law for failure to pay the  
11 delinquent franchise tax, license fee, filing fee, or penalty  
12 within the one year suspension period.

13 (Source: P.A. 84-617.)"; and

14 on page 14, lines 18 and 19, by replacing "Section Sections  
15 ~~8-304, 9-242, 9-244 and~~" with "Sections ~~8-304, 9-242,~~ 9-244  
16 and"; and

17 on page 74, immediately below line 13, by inserting the  
18 following:

19 "(220 ILCS 5/8-507) (from Ch. 111 2/3, par. 8-507)

20 Sec. 8-507. Every public utility shall file with the  
21 Commission, under such rules and regulations as the Commission  
22 may prescribe, a report of every accident occurring to or on  
23 its plant, equipment, or other property of such a nature to

1 endanger the safety, health or property of any person. Whenever  
2 any accident occasions the loss of life or limb to any person,  
3 such public utility shall immediately give notice to the  
4 Commission of the fact by the speediest means of communication,  
5 whether telephone, electronic notification, ~~telegraph~~ or post.

6 The Commission shall investigate all accidents occurring  
7 within this State upon the property of any public utility or  
8 directly or indirectly arising from or connected with its  
9 maintenance or operation, resulting in loss of life or injury  
10 to person or property and requiring, in the judgment of the  
11 Commission, investigation by it, and shall have the power to  
12 make such order or recommendation with respect thereto as in  
13 its judgment may seem just and reasonable. Neither the order or  
14 recommendation of the Commission nor any accident report filed  
15 with the Commission shall be admitted in evidence in any action  
16 for damages based on or arising out of the loss of life, or  
17 injury to person or property, in this Section referred to.

18 (Source: P.A. 84-617; 84-1025.)"; and

19 by deleting line 6 on page 203 through line 20 on page 220; and

20 on page 220, immediately below line 20, by inserting the  
21 following:

22 "(220 ILCS 5/22-501)

23 Sec. 22-501. Customer service and privacy protection. All

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

15 The following definitions apply to the terms used in this  
16 Article:

17 "Basic cable or video service" means any service offering  
18 or tier that includes the retransmission of local television  
19 broadcast signals.

20 "Cable or video provider" means any person or entity  
21 providing cable service or video service pursuant to  
22 authorization under (i) the Cable and Video Competition Law of  
23 2007; (ii) Section 11-42-11 of the Illinois Municipal Code;  
24 (iii) Section 5-1095 of the Counties Code; or (iv) a master  
25 antenna television, satellite master antenna television,  
26 direct broadcast satellite, multipoint distribution services,

1 and other providers of video programming, whatever their  
2 technology. A cable or video provider shall not include a  
3 landlord providing only broadcast video programming to a  
4 single-family home or other residential dwelling consisting of  
5 4 units or less.

6 "Franchise" has the same meaning as found in 47 U.S.C.  
7 522(9).

8 "Local unit of government" means a city, village,  
9 incorporated town, or a county.

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

15 "Normal operating conditions" means those service  
16 conditions that are within the control of cable or video  
17 providers. Those conditions that are not within the control of  
18 cable or video providers include, but are not limited to,  
19 natural disasters, civil disturbances, power outages,  
20 telephone network outages, and severe or unusual weather  
21 conditions. Those conditions that are ordinarily within the  
22 control of cable or video providers include, but are not  
23 limited to, special promotions, pay-per-view events, rate  
24 increases, regular peak or seasonal demand periods, and  
25 maintenance or upgrade of the cable service or video service  
26 network.

1 "Service interruption" means the loss of picture or sound  
2 on one or more cable service or video service on one or more  
3 cable or video channels.

4 "Service line drop" means the point of connection between a  
5 premises and the cable or video network that enables the  
6 premises to receive cable service or video service.

7 (a) General customer service standards:

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

26 (2) Cable or video providers' rates for each level of

1 service, rules, regulations, and policies related to its  
2 cable service or video service described in paragraph (1)  
3 of this subsection (a) must be made available to the public  
4 and displayed clearly and conspicuously on the cable or  
5 video provider's site on the Internet. If a promotional  
6 price or a price for a specified period of time is offered,  
7 the cable or video provider shall display the price at the  
8 end of the promotional period or specified period of time  
9 clearly and conspicuously with the display of the  
10 promotional price or price for a specified period of time.  
11 The cable or video provider shall provide this information  
12 upon request.

13 (3) Cable or video providers shall provide notice  
14 concerning their general customer service standards to all  
15 customers. This notice shall be offered when service is  
16 first activated and upon request thereafter. The  
17 information in the notice shall also be available on the  
18 cable or video providers' websites and shall include all of  
19 the information specified in paragraph (1) of this  
20 subsection (a), as well as the following: a listing of  
21 services offered by the cable or video providers, which  
22 shall clearly describe programming for all services and all  
23 levels of service; the rates for all services and levels of  
24 service; a telephone number through which customers may  
25 subscribe to, change, or terminate service, request  
26 customer service, or seek general or billing information;

1 instructions on the use of the cable or video services; and  
2 a description of rights and remedies that the cable or  
3 video providers shall make available to their customers if  
4 they do not materially meet the general customer service  
5 standards described in this Act.

6 (b) General customer service obligations:

7 (1) Cable or video providers shall render reasonably  
8 efficient service, promptly make repairs, and interrupt  
9 service only as necessary and for good cause, during  
10 periods of minimum use of the system and for no more than  
11 24 hours.

12 (2) All service representatives or any other person who  
13 contacts customers or potential customers on behalf of the  
14 cable or video provider shall have a visible identification  
15 card with their name and photograph and shall orally  
16 identify themselves upon first contact with the customer.  
17 Customer service representatives shall orally identify  
18 themselves to callers immediately following the greeting  
19 during each telephone contact with the public.

20 (3) The cable or video providers shall: (i) maintain a  
21 customer service facility within the boundaries of a local  
22 unit of government staffed by customer service  
23 representatives that have the capacity to accept payment,  
24 adjust bills, and respond to repair, installation,  
25 reconnection, disconnection, or other service calls and  
26 distribute or receive converter boxes, remote control



1 units, digital stereo units, or other equipment related to  
2 the provision of cable or video service; (ii) provide  
3 customers with bill payment facilities through retail,  
4 financial, or other commercial institutions located within  
5 the boundaries of a local unit of government; (iii) provide  
6 an address, toll-free telephone number or electronic  
7 address to accept bill payments and correspondence and  
8 provide secure collection boxes for the receipt of bill  
9 payments and the return of equipment, provided that if a  
10 cable or video provider provides secure collection boxes,  
11 it shall provide a printed receipt when items are  
12 deposited; or (iv) provide an address, toll-free telephone  
13 number, or electronic address to accept bill payments and  
14 correspondence and provide a method for customers to return  
15 equipment to the cable or video provider at no cost to the  
16 customer.

17 (4) In each contact with a customer, the service  
18 representatives or any other person who contacts customers  
19 or potential customers on behalf of the cable or video  
20 provider shall state the estimated cost of the service,  
21 repair, or installation orally prior to delivery of the  
22 service or before any work is performed, shall provide the  
23 customer with an oral statement of the total charges before  
24 terminating the telephone call or other contact in which a  
25 service is ordered, whether in-person or over the Internet,  
26 and shall provide a written statement of the total charges

1 before leaving the location at which the work was  
2 performed. In the event that the cost of service is a  
3 promotional price or is for a limited period of time, the  
4 cost of service at the end of the promotion or limited  
5 period of time shall be disclosed.

6 (5) Cable or video providers shall provide customers a  
7 minimum of 30 days' written notice before increasing rates  
8 or eliminating transmission of programming and shall  
9 submit the notice of any rate increase to the local unit of  
10 government in advance of distribution to customers,  
11 provided that the cable or video provider is not in  
12 violation of this provision if the elimination of  
13 transmission of programming was outside the control of the  
14 provider, in which case the provider shall use reasonable  
15 efforts to provide as much notice as possible, and any rate  
16 decrease related to the elimination of transmission of  
17 programming shall be applied to the date of the change.

18 (6) Cable or video providers shall provide clear visual  
19 and audio reception that meets or exceeds applicable  
20 Federal Communications Commission technical standards. If  
21 a customer experiences poor video or audio reception due to  
22 the equipment of the cable or video provider, the cable or  
23 video provider shall promptly repair the problem at its own  
24 expense.

25 (c) Bills, payment, and termination:

26 (1) Cable or video providers shall render monthly bills

1 that are clear, accurate, and understandable.

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

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

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

21 (5) Every notice of impending termination shall  
22 include all of the following: the name and address of  
23 customer; the amount of the delinquency; the date on which  
24 payment is required to avoid termination; and the telephone  
25 number of the cable or video provider's service  
26 representative to make payment arrangements and to provide

1 additional information about the charges for failure to  
2 return equipment and for reconnection, if any.

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

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

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

1 request or 30 days, whichever is earlier, or the return of  
2 equipment, if any, whichever is later.

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

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 the estimated cost without the written consent of  
26 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. The cable or video provider shall not be required to  
17          acquire equipment or perform surveys to measure compliance  
18          with these telephone answering standards unless an  
19          historical record of complaints indicates a clear failure  
20          to comply.

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

24          (e) Under normal operating conditions, each of the  
25          following standards related to installations, outages, and  
26          service calls will be met no less than 95% of the time measured

1 on a quarterly basis:

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

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

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

22 (4) Cable or video providers may not cancel an  
23 appointment with a customer after the close of business on  
24 the business day prior to the scheduled appointment. If the  
25 cable or video provider's representative is running late  
26 for an appointment with a customer and will not be able to



1 keep the appointment as scheduled, the customer will be  
2 contacted. The appointment will be rescheduled, as  
3 necessary, at a time that is convenient for the customer,  
4 even if the rescheduled appointment is not within normal  
5 business hours.

6 (f) Public benefit obligation:

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

19 (2) This obligation only applies to those cable or  
20 video service providers whose cable service or video  
21 service systems pass eligible buildings and its cable or  
22 video service is generally available to residential  
23 subscribers in the same local unit of government in which  
24 the eligible building is located. The burden of providing  
25 such service at each eligible building shall be shared by  
26 all cable and video providers whose systems pass the

1 eligible buildings in an equitable and competitively  
2 neutral manner, and nothing herein shall require  
3 duplicative installations by more than one cable or video  
4 provider at each eligible building. Cable or video  
5 providers operating in a local unit of government shall  
6 meet as necessary and determine who will provide service to  
7 eligible buildings under this subsection (f). If the cable  
8 or video providers are unable to reach an agreement, they  
9 shall meet with the local unit of government, which shall  
10 determine which cable or video providers will serve each  
11 eligible building. The local unit of government shall bear  
12 the costs of any inside wiring or video equipment costs not  
13 ordinarily provided as part of the cable or video  
14 provider's basic offering.

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

26 (h) To the extent consistent with federal law, cable or

1 video providers shall offer the lowest-cost basic cable or  
2 video service as a stand-alone service to residential customers  
3 at reasonable rates. Cable or video providers shall not require  
4 the subscription to any service other than the lowest-cost  
5 basic service or to any telecommunications or information  
6 service, as a condition of access to cable or video service,  
7 including programming offered on a per channel or per program  
8 basis. Cable or video providers shall not discriminate between  
9 subscribers to the lowest-cost basic service, subscribers to  
10 other cable services or video services, and other subscribers  
11 with regard to the rates charged for cable or video programming  
12 offered on a per channel or per program basis.

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

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

1           (k) To the extent consistent with federal law, cable or  
2 video providers shall not charge a subscriber for any service  
3 or equipment that the subscriber has not affirmatively  
4 requested or affirmatively agreed to by name. For purposes of  
5 this subsection (k), a subscriber's failure to refuse a cable  
6 or video provider's proposal to provide service or equipment  
7 shall not be deemed to be an affirmative request for such  
8 service or equipment.

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

20           (m) Cable or video providers shall not discriminate in the  
21 provision of services for the hearing and visually impaired,  
22 and shall comply with the accessibility requirements of 47  
23 U.S.C. 613. Cable or video providers shall deliver and pick-up  
24 or provide customers with pre-paid shipping and packaging for  
25 the return of converters and other necessary equipment at the  
26 home of customers with disabilities. Cable or video providers

1 shall provide free use of a converter or remote control unit to  
2 mobility impaired customers.

3 (n) (1) To the extent consistent with federal law, cable or  
4 video providers shall comply with the provisions of 47 U.S.C.  
5 532(h) and (j). The cable or video providers shall not exercise  
6 any editorial control over any video programming provided  
7 pursuant to this Section, or in any other way consider the  
8 content of such programming, except that a cable or video  
9 provider may refuse to transmit any leased access program or  
10 portion of a leased access program that contains obscenity,  
11 indecency, or nudity and may consider such content to the  
12 minimum extent necessary to establish a reasonable price for  
13 the commercial use of designated channel capacity by an  
14 unaffiliated person. This subsection (n) shall permit cable or  
15 video providers to enforce prospectively a written and  
16 published policy of prohibiting programming that the cable or  
17 video provider reasonably believes describes or depicts sexual  
18 or excretory activities or organs in a patently offensive  
19 manner as measured by contemporary community standards.

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

25 (3) In providing sexually explicit adult programming  
26 or other programming that is indecent on any channel of its

1 service primarily dedicated to sexually oriented  
2 programming, the cable or video provider shall fully  
3 scramble or otherwise fully block the video and audio  
4 portion of such channel so that a person who is not a  
5 subscriber to such channel or programming does not receive  
6 it.

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

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

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

1 the customer's name and address in mailing lists or for other  
2 commercial purposes not reasonably related to the conduct of  
3 its business to other businesses or affiliates of the cable or  
4 video provider. Cable or video providers shall comply with the  
5 consumer privacy requirements of Section 26-4.5 of the Criminal  
6 Code of 2012, the Restricted Call Registry Act, and 47 U.S.C.  
7 551 that are in effect as of June 30, 2007 (the effective date  
8 of Public Act 95-9) and as amended thereafter.

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

23 (r) The Attorney General and the local unit of government  
24 may enforce all of the customer service and privacy protection  
25 standards of this Section with respect to complaints received  
26 from residents within the local unit of government's

1 jurisdiction, but it may not adopt or seek to enforce any  
2 additional or different customer service or performance  
3 standards under any other authority or provision of law.

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

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



1 specified material breach.

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

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

21 (s) Cable or video providers shall credit customers for  
22 violations in the amounts stated herein. The credits shall be  
23 applied on the statement issued to the customer for the next  
24 monthly billing cycle following the violation or following the  
25 discovery of the violation. Cable or video providers are  
26 responsible for providing the credits described herein and the

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

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

16 (2) Violation of customer service and billing  
17 standards in subsections (c) and (d) of this Section:  
18 \$25.00 per occurrence.

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

21 (t) The enforcement powers granted to the Attorney General  
22 in Article XXI of this Act shall apply to this Article, except  
23 that the Attorney General may not seek penalties for violation  
24 of this Article other than in the amounts specified herein.  
25 Nothing in this Section shall limit or affect the powers of the  
26 Attorney General to enforce the provisions of Article XXI of

1 this Act or the Consumer Fraud and Deceptive Business Practices  
2 Act.

3 (u) This Article applies to all cable and video providers  
4 in the State, including but not limited to those operating  
5 under a local franchise as that term is used in 47 U.S.C.  
6 522(9), those operating under authorization pursuant to  
7 Section 11-42-11 of the Illinois Municipal Code, those  
8 operating under authorization pursuant to Section 5-1095 of the  
9 Counties Code, and those operating under a State-issued  
10 authorization pursuant to Article XXI of this Act.

11 (Source: P.A. 97-1108, eff. 1-1-13; 97-1150, eff. 1-25-13;  
12 98-45, eff. 6-28-13.)"; and

13 on page 221, by deleting line 3; and

14 on page 221, line 7, by deleting "9-244,".