**Section 412.115 Uniform Disclosure Statement**

a) All ARES product offers for customers require a one-page (front and back of one 8.5 x 11 sheet of paper or, if delivered electronically, a file that is printable at 100% scale to such dimensions) Uniform Disclosure Statement (UDS) using the form in Appendix A.

1) All text in the UDS shall be printed in a 12-point type or larger.

2) The UDS may include a logo of the ARES.

3) The UDS shall not contain any items other than those found in Appendix A or described in this Section.

b) The disclosures in the UDS shall conform to Appendix A and shall include the information listed in this subsection (b), in the order listed.

1) Name: The legal name of the ARES and the name under which the ARES will market its products, if different.

2) Address: The ARES' business address and website.

3) Phone: The ARES' toll-free telephone number and hours of availability.

4) Price: The price in cents per kWh, or as otherwise stated below, and the number of months the price stays in effect.

A) If the price is a fixed monthly charge that does not change with the customer's usage, the fixed monthly charge shall be shown in dollars.

B) If the price is a custom price, the UDS shall include the word "custom" and the ARES shall replace "custom" with the price offered to a particular customer once the ARES has determined the custom price for the customer.

C) If the price is tied to a publicly available index or benchmark, the UDS shall state the index or benchmark and include the phrase "Refer to contract."

D) Variable Rate Products: For a variable rate product, the UDS shall state that the current rate per kWh price and a one-year price history, or history for the life of the product if it has been offered less than one year, are available on the ARES’ website and at a toll-free number. An ARES shall not rename a product in order to avoid disclosure of price history. If the price is a price that varies more than once a month, the UDS shall include the phrase "Time-of-use. Refer to contract."

5) Utility Electric Supply Price to Compare ("PTC"). "(Name of the alternative retail electric supplier) is not the same entity as your electric delivery company. You are not required to enroll with (name of alternative retail electric supplier). Beginning on (effective date), the utility electric supply price to compare is (price in cents per kilowatt-hour). The Electric Utility electric supply price will expire on (expiration date). The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission’s free website at [www.pluginillinois.org](http://www.pluginillinois.org)." If applicable, the UDS will also include the following statement: "The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour."

6) Other Periodic Charges: If the price includes a fixed periodic charge, including any charge that accrues monthly, weekly, or over any other period of time, and that does not change with the customer's usage, that fixed periodic charge shall be disclosed in dollar amounts, shall show the fixed period of time for which that charge occurs, and, unless the fixed periodic charge is monthly, the sum of the charges on a monthly basis.

7) Total Price with Other Periodic Charges: If the price includes a fixed periodic charge, including any charge that accrues monthly, weekly, or over any other period of time, that does not change with the customer's usage, and the fixed periodic charge does not include all supply and delivery service charges, the UDS shall display the total price in cents per kWh at sample usage levels of 500, 1,000 and 1,500 kWh.

8) Length of the Contract: The length of the contract in months.

9) Subsequent Prices after the Initial Price: If the initial price remains in effect for the entire term of the contract, the UDS shall state "N/A" or "Not Applicable." If the price after the initial price does not change for the remainder of the term of the contract, the UDS shall state the price in cents per kWh and the number of months that price will stay in effect. If the price after the initial price is a price that includes a fixed periodic charge that does not change with the customer's usage, and the charge does not include all supply and delivery service charges, the UDS shall display the total price in cents per kWh at sample usage levels of 500, 1,000 and 1,500 kWh. If the price after the initial price is a variable rate that changes at any time, the UDS shall include the following: "Variable. The variable rate may go up or down and the rate may be higher or lower than the electric utility's Price to Compare ("PTC") during any given period."

10) Contract Renewal: The UDS shall disclose whether the contract renews automatically.

11) Rescission: The UDS shall include the following: "You have the right to rescind (stop) your enrollment within 10 calendar days after the date on your electric utility’s written notice confirming the switch of your supplier. You may call us at (insert toll-free number) or your utility at (insert toll-free number) to rescind."

12) Termination: The statement that "You have the right to terminate an agreement with an alternative retail electric supplier (ARES) AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES. You may call us at (insert toll-free number) to terminate this contract. The limit on early termination fees and penalties shall not apply to charges or fees for devices, equipment, or other non-electrical services." The preceding portion in capital letters shall be capitalized and in bold.

13) Seller: The UDS shall include the following: "This is a sales solicitation and the seller is (insert ARES name), an independent alternative retail electric supplier. If you enter into a contract with the seller, (insert ARES name) will be your electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or a utility program, a consumer group or a consumer group program, or a governmental body or program of a governmental body, unless the ARES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements.

14) Questions/Information: The UDS shall include the following: "If you have any questions or concerns about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795."

15) Date of Solicitation: The UDS shall state the date the customer was solicited.

16) ARES sales agent name and ID: The UDS shall include an ARES sales agent name and ID.

c) The UDS shall be provided in the same language as the solicitation and sales contract.

(Source: Amended at 46 Ill. Reg. 19509, effective November 23, 2022)