



## 101ST GENERAL ASSEMBLY

### State of Illinois

2019 and 2020

SB2531

Introduced 1/28/2020, by Sen. Cristina Castro

#### SYNOPSIS AS INTRODUCED:

220 ILCS 5/22-501

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

LRB101 19223 SPS 68687 b

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 Section 22-501 as follows:

6 (220 ILCS 5/22-501)

7 Sec. 22-501. Customer service and privacy protection. All  
8 cable or video providers in this State shall comply with the  
9 following customer service requirements and privacy  
10 protections. The provisions of this Act shall not apply to an  
11 incumbent cable operator prior to January 1, 2008. For purposes  
12 of this paragraph, an incumbent cable operator means a person  
13 or entity that provided cable services in a particular area  
14 under a franchise agreement with a local unit of government  
15 pursuant to Section 11-42-11 of the Illinois Municipal Code or  
16 Section 5-1095 of the Counties Code on January 1, 2007. A  
17 master antenna television, satellite master antenna  
18 television, direct broadcast satellite, multipoint  
19 distribution service, and other provider of video programming  
20 shall only be subject to the provisions of this Article to the  
21 extent permitted by federal law.

22 The following definitions apply to the terms used in this  
23 Article:

1 "Basic cable or video service" means any service offering  
2 or tier that includes the retransmission of local television  
3 broadcast signals.

4 "Cable or video provider" means any person or entity  
5 providing cable service or video service pursuant to  
6 authorization under (i) the Cable and Video Competition Law of  
7 2007; (ii) Section 11-42-11 of the Illinois Municipal Code;  
8 (iii) Section 5-1095 of the Counties Code; or (iv) a master  
9 antenna television, satellite master antenna television,  
10 direct broadcast satellite, multipoint distribution services,  
11 and other providers of video programming, whatever their  
12 technology. A cable or video provider shall not include a  
13 landlord providing only broadcast video programming to a  
14 single-family home or other residential dwelling consisting of  
15 4 units or less.

16 "Franchise" has the same meaning as found in 47 U.S.C.  
17 522(9).

18 "Local unit of government" means a city, village,  
19 incorporated town, or a county.

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

25 "Normal operating conditions" means those service  
26 conditions that are within the control of cable or video

1 providers. Those conditions that are not within the control of  
2 cable or video providers include, but are not limited to,  
3 natural disasters, civil disturbances, power outages,  
4 telephone network outages, and severe or unusual weather  
5 conditions. Those conditions that are ordinarily within the  
6 control of cable or video providers include, but are not  
7 limited to, special promotions, pay-per-view events, rate  
8 increases, regular peak or seasonal demand periods, and  
9 maintenance or upgrade of the cable service or video service  
10 network.

11 "Service interruption" means the loss of picture or sound  
12 on one or more cable service or video service on one or more  
13 cable or video channels.

14 "Service line drop" means the point of connection between a  
15 premises and the cable or video network that enables the  
16 premises to receive cable service or video service.

17 (a) General customer service standards:

18 (1) Cable or video providers shall establish general  
19 standards related to customer service, which shall  
20 include, but not be limited to, installation,  
21 disconnection, service and repair obligations; appointment  
22 hours and employee ID requirements; customer service  
23 telephone numbers and hours; procedures for billing,  
24 charges, deposits, refunds, and credits; procedures for  
25 termination of service; notice of deletion of programming  
26 service; changes related to transmission of programming;

1 changes or increases in rates; the use and availability of  
2 parental control or lock-out devices; the use and  
3 availability of an A/B switch if applicable; complaint  
4 procedures and procedures for bill dispute resolution; a  
5 description of the rights and remedies available to  
6 consumers if the cable or video provider does not  
7 materially meet its customer service standards; and  
8 special services for customers with visual, hearing, or  
9 mobility disabilities.

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

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

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

16 (b) General customer service obligations:

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

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

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

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

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

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



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

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

9 (c) Bills, payment, and termination:

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

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

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

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

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

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

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

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

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

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

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

26 (10) Cable or video providers shall cease charging

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

12 (d) Response to customer inquiries:

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

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

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

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

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

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

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

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

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

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

1 from the existing distribution system.

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

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

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

1 business hours.

2 (f) Public benefit obligation:

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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