

SB2908



101ST GENERAL ASSEMBLY

State of Illinois

2019 and 2020

SB2908

Introduced 2/4/2020, by Sen. Scott M. Bennett

SYNOPSIS AS INTRODUCED:

220 ILCS 5/22-501

Amends the Public Utilities Act. Provides that to the extent consistent with federal law, no cable or video provider may impose an early termination fee or penalty when the provider has stopped providing a broadcast station during normal operating conditions that was provided to the subscriber at the time the subscriber entered into the service agreement.

LRB101 19937 SPS 69461 b

A BILL FOR

1 AN ACT concerning regulation.

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 (d) Response to customer inquiries:

1 (1) Cable or video providers will maintain a toll-free
2 telephone access line that is available to customers 24
3 hours a day, 7 days a week to accept calls regarding
4 installation, termination, service, and complaints.
5 Trained, knowledgeable, qualified service representatives
6 of the cable or video providers will be available to
7 respond to customer telephone inquiries during normal
8 business hours. Customer service representatives shall be
9 able to provide credit, waive fees, schedule appointments,
10 and change billing cycles. Any difficulties that cannot be
11 resolved by the customer service representatives shall be
12 referred to a supervisor who shall make his or her best
13 efforts to resolve the issue immediately. If the supervisor
14 does not resolve the issue to the customer's satisfaction,
15 the customer shall be informed of the cable or video
16 provider's complaint procedures and procedures for billing
17 dispute resolution and given a description of the rights
18 and remedies available to customers to enforce the terms of
19 this Article, including the customer's rights to have the
20 complaint reviewed by the local unit of government, to
21 request mediation, and to review in a court of competent
22 jurisdiction.

23 (2) After normal business hours, the access line may be
24 answered by a service or an automated response system,
25 including an answering machine. Inquiries received by
26 telephone or e-mail after normal business hours shall be

1 responded to by a trained service representative on the
2 next business day. The cable or video provider shall
3 respond to a written billing inquiry within 10 days of
4 receipt of the inquiry.

5 (3) Cable or video providers shall provide customers
6 seeking non-standard installations with a total
7 installation cost estimate and an estimated date of
8 completion. The actual charge to the customer shall not
9 exceed the estimated cost without the written consent of
10 the customer.

11 (4) If the cable or video provider receives notice that
12 an unsafe condition exists with respect to its equipment,
13 it shall investigate such condition immediately and shall
14 take such measures as are necessary to remove or eliminate
15 the unsafe condition. The cable or video provider shall
16 inform the local unit of government promptly, but no later
17 than 2 hours after it receives notification of an unsafe
18 condition that it has not remedied.

19 (5) Under normal operating conditions, telephone
20 answer time by the cable or video provider's customer
21 representative, including wait time, shall not exceed 30
22 seconds when the connection is made. If the call needs to
23 be transferred, transfer time shall not exceed 30 seconds.
24 These standards shall be met no less than 90% of the time
25 under normal operating conditions, measured on a quarterly
26 basis. The cable or video provider shall not be required to

1 acquire equipment or perform surveys to measure compliance
2 with these telephone answering standards unless an
3 historical record of complaints indicates a clear failure
4 to comply.

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

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

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

16 (2) Excluding conditions beyond the control of the
17 cable or video providers, the cable or video providers will
18 begin working on "service interruptions" promptly and in no
19 event later than 24 hours after the interruption is
20 reported by the customer or otherwise becomes known to the
21 cable or video providers. Cable or video providers must
22 begin actions to correct other service problems the next
23 business day after notification of the service problem and
24 correct the problem.

25 (3) The "appointment window" alternatives for
26 installations, service calls, and other installation

1 activities will be either a specific time or, at a maximum,
2 a 4-hour time block during evening, weekend, and normal
3 business hours. The cable or video provider may schedule
4 service calls and other installation activities outside of
5 these hours for the express convenience of the customer.

6 (4) Cable or video providers may not cancel an
7 appointment with a customer after the close of business on
8 the business day prior to the scheduled appointment. If the
9 cable or video provider's representative is running late
10 for an appointment with a customer and will not be able to
11 keep the appointment as scheduled, the customer will be
12 contacted. The appointment will be rescheduled, as
13 necessary, at a time that is convenient for the customer,
14 even if the rescheduled appointment is not within normal
15 business hours.

16 (f) Public benefit obligation:

17 (1) All cable or video providers offering service
18 pursuant to the Cable and Video Competition Law of 2007,
19 the Illinois Municipal Code, or the Counties Code shall
20 provide a free service line drop and free basic service to
21 all current and future public buildings within their
22 footprint, including, but not limited to, all local unit of
23 government buildings, public libraries, and public primary
24 and secondary schools, whether owned or leased by that
25 local unit of government ("eligible buildings"). Such
26 service shall be used in a manner consistent with the

1 government purpose for the eligible building and shall not
2 be resold.

3 (2) This obligation only applies to those cable or
4 video service providers whose cable service or video
5 service systems pass eligible buildings and its cable or
6 video service is generally available to residential
7 subscribers in the same local unit of government in which
8 the eligible building is located. The burden of providing
9 such service at each eligible building shall be shared by
10 all cable and video providers whose systems pass the
11 eligible buildings in an equitable and competitively
12 neutral manner, and nothing herein shall require
13 duplicative installations by more than one cable or video
14 provider at each eligible building. Cable or video
15 providers operating in a local unit of government shall
16 meet as necessary and determine who will provide service to
17 eligible buildings under this subsection (f). If the cable
18 or video providers are unable to reach an agreement, they
19 shall meet with the local unit of government, which shall
20 determine which cable or video providers will serve each
21 eligible building. The local unit of government shall bear
22 the costs of any inside wiring or video equipment costs not
23 ordinarily provided as part of the cable or video
24 provider's basic offering.

25 (g) After the cable or video providers have offered service
26 for one year, the cable or video providers shall make an annual

1 report to the Commission, to the local unit of government, and
2 to the Attorney General that it is meeting the standards
3 specified in this Article, identifying the number of complaints
4 it received over the prior year in the State and specifying the
5 number of complaints related to each of the following: (1)
6 billing, charges, refunds, and credits; (2) installation or
7 termination of service; (3) quality of service and repair; (4)
8 programming; and (5) miscellaneous complaints that do not fall
9 within these categories.

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

23 (i) To the extent consistent with federal law, cable or
24 video providers shall ensure that charges for changes in the
25 subscriber's selection of services or equipment shall be based
26 on the cost of such change and shall not exceed nominal amounts

1 when the system's configuration permits changes in service tier
2 selection to be effected solely by coded entry on a computer
3 terminal or by other similarly simple method.

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

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

19 (l) No contract or service agreement containing an early
20 termination clause offering residential cable or video
21 services or any bundle including such services shall be for a
22 term longer than 2 years. Any contract or service offering with
23 a term of service that contains an early termination fee shall
24 limit the early termination fee to not more than the value of
25 any additional goods or services provided with the cable or
26 video services, the amount of the discount reflected in the

1 price for cable services or video services for the period
2 during which the consumer benefited from the discount, or a
3 declining fee based on the remainder of the contract term.

4 (1-5) To the extent consistent with federal law, no cable
5 or video provider may impose an early termination fee or
6 penalty when the provider has stopped providing a broadcast
7 station during normal operating conditions that was provided to
8 the subscriber at the time the subscriber entered into the
9 service agreement.

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

19 (n) (1) To the extent consistent with federal law, cable or
20 video providers shall comply with the provisions of 47 U.S.C.
21 532(h) and (j). The cable or video providers shall not exercise
22 any editorial control over any video programming provided
23 pursuant to this Section, or in any other way consider the
24 content of such programming, except that a cable or video
25 provider may refuse to transmit any leased access program or
26 portion of a leased access program that contains obscenity,

1 indecency, or nudity and may consider such content to the
2 minimum extent necessary to establish a reasonable price for
3 the commercial use of designated channel capacity by an
4 unaffiliated person. This subsection (n) shall permit cable or
5 video providers to enforce prospectively a written and
6 published policy of prohibiting programming that the cable or
7 video provider reasonably believes describes or depicts sexual
8 or excretory activities or organs in a patently offensive
9 manner as measured by contemporary community standards.

10 (2) Upon customer request, the cable or video provider
11 shall, without charge, fully scramble or otherwise fully
12 block the audio and video programming of each channel
13 carrying such programming so that a person who is not a
14 subscriber does not receive the channel or programming.

15 (3) In providing sexually explicit adult programming
16 or other programming that is indecent on any channel of its
17 service primarily dedicated to sexually oriented
18 programming, the cable or video provider shall fully
19 scramble or otherwise fully block the video and audio
20 portion of such channel so that a person who is not a
21 subscriber to such channel or programming does not receive
22 it.

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

26 (o) Cable or video providers will maintain a listing,

1 specific to the level of street address, of the areas where its
2 cable or video services are available. Customers who inquire
3 about purchasing cable or video service shall be informed about
4 whether the cable or video provider's cable or video services
5 are currently available to them at their specific location.

6 (p) Cable or video providers shall not disclose the name,
7 address, telephone number or other personally identifying
8 information of a cable service or video service customer to be
9 used in mailing lists or to be used for other commercial
10 purposes not reasonably related to the conduct of its business
11 unless the cable or video provider has provided to the customer
12 a notice, separately or included in any other customer service
13 notice, that clearly and conspicuously describes the
14 customer's ability to prohibit the disclosure. Cable or video
15 providers shall provide an address and telephone number for a
16 customer to use without a toll charge to prevent disclosure of
17 the customer's name and address in mailing lists or for other
18 commercial purposes not reasonably related to the conduct of
19 its business to other businesses or affiliates of the cable or
20 video provider. Cable or video providers shall comply with the
21 consumer privacy requirements of Section 26-4.5 of the Criminal
22 Code of 2012, the Restricted Call Registry Act, and 47 U.S.C.
23 551 that are in effect as of June 30, 2007 (the effective date
24 of Public Act 95-9) and as amended thereafter.

25 (q) Cable or video providers shall implement an informal
26 process for handling inquiries from local units of government

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

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

20 (1) The local unit of government may, by ordinance,
21 provide a schedule of penalties for any material breach of
22 this Section by cable or video providers in addition to the
23 penalties provided herein. No monetary penalties shall be
24 assessed for a material breach if it is out of the
25 reasonable control of the cable or video providers or its
26 affiliate. Monetary penalties adopted in an ordinance

1 pursuant to this Section shall apply on a competitively
2 neutral basis to all providers of cable service or video
3 service within the local unit of government's
4 jurisdiction. In no event shall the penalties imposed under
5 this subsection (r) exceed \$750 for each day of the
6 material breach, and these penalties shall not exceed
7 \$25,000 for each occurrence of a material breach per
8 customer.

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

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

25 (4) Any customer, the Attorney General, or a local unit
26 of government may pursue alleged violations of this Act by

1 the cable or video provider in a court of competent
2 jurisdiction. A cable or video provider may seek judicial
3 review of a decision of a local unit of government imposing
4 penalties in a court of competent jurisdiction. No local
5 unit of government shall be subject to suit for damages or
6 other relief based upon its action in connection with its
7 enforcement or review of any of the terms, conditions, and
8 rights contained in this Act except a court may require the
9 return of any penalty it finds was not properly assessed or
10 imposed.

11 (s) Cable or video providers shall credit customers for
12 violations in the amounts stated herein. The credits shall be
13 applied on the statement issued to the customer for the next
14 monthly billing cycle following the violation or following the
15 discovery of the violation. Cable or video providers are
16 responsible for providing the credits described herein and the
17 customer is under no obligation to request the credit. If the
18 customer is no longer taking service from the cable or video
19 provider, the credit amount will be refunded to the customer by
20 check within 30 days of the termination of service. A local
21 unit of government may, by ordinance, adopt a schedule of
22 credits payable directly to customers for breach of the
23 customer service standards and obligations contained in this
24 Article, provided the schedule of customer credits applies on a
25 competitively neutral basis to all providers of cable service
26 or video service in the local unit of government's jurisdiction

1 and the credits are not greater than the credits provided in
2 this Section.

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

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

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

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

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

1 (Source: P.A. 97-1108, eff. 1-1-13; 97-1150, eff. 1-25-13;
2 98-45, eff. 6-28-13.)