



Rep. Lawrence Walsh, Jr.

Filed: 4/20/2021

10200HB2380ham003

LRB102 02861 AMC 25695 a

1 AMENDMENT TO HOUSE BILL 2380

2 AMENDMENT NO. _____. Amend House Bill 2380, on page 1,
3 line 5, by replacing "and 21-1601" with "21-1601, and 22-501";
4 and

5 on page 11, immediately below line 13, by inserting the
6 following:

7 "(220 ILCS 5/22-501)

8 Sec. 22-501. Customer service and privacy protection. All
9 cable or video providers in this State shall comply with the
10 following customer service requirements and privacy
11 protections. The provisions of this Act shall not apply to an
12 incumbent cable operator prior to January 1, 2008. For
13 purposes of this paragraph, an incumbent cable operator means
14 a person or entity that provided cable services in a
15 particular area under a franchise agreement with a local unit
16 of government pursuant to Section 11-42-11 of the Illinois

1 Municipal Code or Section 5-1095 of the Counties Code on
2 January 1, 2007. A master antenna television, satellite master
3 antenna television, direct broadcast satellite, multipoint
4 distribution service, and other provider of video programming
5 shall only be subject to the provisions of this Article to the
6 extent permitted by federal law.

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

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

12 "Cable or video provider" means any person or entity
13 providing cable service or video service pursuant to
14 authorization under (i) the Cable and Video Competition Law of
15 2007; (ii) Section 11-42-11 of the Illinois Municipal Code;
16 (iii) Section 5-1095 of the Counties Code; or (iv) a master
17 antenna television, satellite master antenna television,
18 direct broadcast satellite, multipoint distribution services,
19 and other providers of video programming, whatever their
20 technology. A cable or video provider shall not include a
21 landlord providing only broadcast video programming to a
22 single-family home or other residential dwelling consisting of
23 4 units or less.

24 "Franchise" has the same meaning as found in 47 U.S.C.
25 522(9).

26 "Local unit of government" means a city, village,

1 incorporated town, or a county.

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

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

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

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

25 (a) General customer service standards:

26 (1) Cable or video providers shall establish general

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

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

1 specified period of time clearly and conspicuously with
2 the display of the promotional price or price for a
3 specified period of time. The cable or video provider
4 shall provide this information upon request.

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

24 (b) General customer service obligations:

25 (1) Cable or video providers shall render reasonably
26 efficient service, promptly make repairs, and interrupt

1 service only as necessary and for good cause, during
2 periods of minimum use of the system and for no more than
3 24 hours.

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

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

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

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

25 (5) Cable or video providers shall provide customers a
26 minimum of 30 days' written notice before increasing rates

1 or eliminating transmission of programming and shall
2 submit the notice of any rate increase to the local unit of
3 government in advance of distribution to customers,
4 provided that the cable or video provider is not in
5 violation of this provision if the elimination of
6 transmission of programming was outside the control of the
7 provider, in which case the provider shall use reasonable
8 efforts to provide as much notice as possible, and any
9 rate decrease related to the elimination of transmission
10 of programming shall be applied to the date of the change.

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

18 (c) Bills, payment, and termination:

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

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

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

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

15 (5) Every notice of impending termination shall
16 include all of the following: the name and address of
17 customer; the amount of the delinquency; the date on which
18 payment is required to avoid termination; and the
19 telephone number of the cable or video provider's service
20 representative to make payment arrangements and to provide
21 additional information about the charges for failure to
22 return equipment and for reconnection, if any.

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

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

9 (8) Cable or video providers shall cease charging a
10 customer for any or all services within one business day
11 after it receives a request to immediately terminate
12 service or on the day requested by the customer if such a
13 date is at least 5 days from the date requested by the
14 customer. Nothing in this subsection (c) shall prohibit
15 the provider from billing for charges that the customer
16 incurs prior to the date of termination. Cable or video
17 providers shall issue a credit no later than the
18 customer's next billing cycle following the determination
19 that a credit is warranted. Cable or video providers shall
20 issue a refund or return a deposit promptly, but not later
21 than either the customer's next billing cycle following
22 resolution of the request or 30 days, whichever is
23 earlier, or the return of equipment, if any, whichever is
24 later.

25 (9) The customers or subscribers of a cable or video
26 provider shall be allowed to disconnect their service at

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

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
26 supervisor does not resolve the issue to the customer's

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

9 (2) After normal business hours, the access line may
10 be 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
24 that an unsafe condition exists with respect to its
25 equipment, it shall investigate such condition immediately
26 and shall take such measures as are necessary to remove or

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

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

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

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

25 (1) Standard installations will be performed within 7
26 business days after an order has been placed. "Standard"

1 installations are those that are located up to 125 feet
2 from the existing distribution system.

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

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

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

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

4 (f) Public benefit obligation:

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

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

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

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

24 (h) To the extent consistent with federal law, cable or
25 video providers shall offer the lowest-cost basic cable or
26 video service as a stand-alone service to residential

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

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

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

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

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

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

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

1 mobility impaired customers.

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

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

24 (3) In providing sexually explicit adult programming
25 or other programming that is indecent on any channel of
26 its service primarily dedicated to sexually oriented

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

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

9 (o) Cable or video providers will maintain a listing,
10 specific to the level of street address, of the areas where its
11 cable or video services are available. Customers who inquire
12 about purchasing cable or video service shall be informed
13 about whether the cable or video provider's cable or video
14 services are currently available to them at their specific
15 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
22 customer a notice, separately or included in any other
23 customer service notice, that clearly and conspicuously
24 describes the customer's ability to prohibit the disclosure.
25 Cable or video providers shall provide an address and
26 telephone number for a customer to use without a toll charge to

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

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

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

1 from residents within the local unit of government's
2 jurisdiction, but it may not adopt or seek to enforce any
3 additional or different customer service or performance
4 standards under any other authority or provision of law.

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

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

1 provider at least 30 days from receipt of the notice to
2 remedy the specified material breach.

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

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

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

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

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

17 (2) Violation of customer service and billing
18 standards in subsections (c) and (d) of this Section:
19 \$25.00 per occurrence.

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

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

1 Attorney General to enforce the provisions of Article XXI of
2 this Act or the Consumer Fraud and Deceptive Business
3 Practices Act.

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

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