

AN ACT concerning utilities.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Public Utilities Act is amended by changing Sections 16-115A and 16-122 as follows:

(220 ILCS 5/16-115A)

Sec. 16-115A. Obligations of alternative retail electric suppliers.

(a) An alternative retail electric supplier:

(i) shall comply with the requirements imposed on public utilities by Sections 8-201 through 8-207, 8-301, 8-505 and 8-507 of this Act, to the extent that these Sections have application to the services being offered by the alternative retail electric supplier;

(ii) shall continue to comply with the requirements for certification stated in subsection (d) of Section 16-115;

(iii) by May 31, 2020 and every June 30 thereafter, shall submit to the Commission and the Office of the Attorney General the rates the retail electric supplier charged to residential customers in the prior year, including each distinct rate charged and whether the rate was a fixed or variable rate, the basis for the variable

rate, and any fees charged in addition to the supply rate, including monthly fees, flat fees, or other service charges; and

(iv) shall make publicly available on its website, without the need for a customer login, rate information for all of its variable, time-of-use, and fixed rate contracts currently available to residential customers, including, but not limited to, fixed monthly charges, early termination fees, and kilowatt-hour charges.

(b) An alternative retail electric supplier shall obtain verifiable authorization from a customer, in a form or manner approved by the Commission consistent with Section 2EE of the Consumer Fraud and Deceptive Business Practices Act, before the customer is switched from another supplier.

(c) No alternative retail electric supplier, or electric utility other than the electric utility in whose service area a customer is located, shall (i) enter into or employ any arrangements which have the effect of preventing a retail customer with a maximum electrical demand of less than one megawatt from having access to the services of the electric utility in whose service area the customer is located or (ii) charge retail customers for such access. This subsection shall not be construed to prevent an arms-length agreement between a supplier and a retail customer that sets a term of service, notice period for terminating service and provisions governing early termination through a tariff or contract as allowed by

Section 16-119.

(d) An alternative retail electric supplier that is certified to serve residential or small commercial retail customers shall not:

(1) deny service to a customer or group of customers nor establish any differences as to prices, terms, conditions, services, products, facilities, or in any other respect, whereby such denial or differences are based upon race, gender or income, except as provided in Section 16-115E.

(2) deny service to a customer or group of customers based on locality nor establish any unreasonable difference as to prices, terms, conditions, services, products, or facilities as between localities.

(3) warrant that it has a residential customer or small commercial retail customer's express consent agreement to access interval data as described in subsection (b) of Section 16-122, unless the alternative retail electric supplier has:

(A) disclosed to the consumer at the outset of the offer that the alternative retail electric supplier will access the consumer's interval data from the consumer's utility with the consumer's express agreement and the consumer's option to refuse to provide express agreement to access the consumer's interval data; and

(B) obtained the consumer's express agreement for the alternative retail electric supplier to access the consumer's interval data from the consumer's utility in a separate letter of agency, a distinct response to a third-party verification, or as a separate affirmative consent during a recorded enrollment initiated by the consumer. The disclosure by the alternative retail electric supplier to the consumer in this Section shall be conducted in, translated into, and provided in a language in which the consumer subject to the disclosure is able to understand and communicate.

(4) release, sell, license, or otherwise disclose any customer interval data obtained under Section 16-122 to any third person except as provided for in Section 16-122 and paragraphs (1) through (4) of subsection (d-5) of Section 2EE of the Consumer Fraud and Deceptive Business Practices Act.

(e) An alternative retail electric supplier shall comply with the following requirements with respect to the marketing, offering and provision of products or services to residential and small commercial retail customers:

(i) All marketing materials, including, but not limited to, electronic marketing materials, in-person solicitations, and telephone solicitations, shall contain information that adequately discloses the prices, terms,

and conditions of the products or services that the alternative retail electric supplier is offering or selling to the customer and shall disclose the current utility electric supply price to compare applicable at the time the alternative retail electric supplier is offering or selling the products or services to the customer and shall disclose the date on which the utility electric supply price to compare became effective and the date on which it will expire. The utility electric supply price to compare shall be the sum of the electric supply charge and the transmission services charge and shall not include the purchased electricity adjustment. The disclosure shall include a statement that the price to compare does not include the purchased electricity adjustment, and, if applicable, the range of the purchased electricity adjustment. All marketing materials, including, but not limited to, electronic marketing materials, in-person solicitations, and telephone solicitations, shall include the following statement:

"(Name of the alternative retail electric supplier) is not the same entity as your electric delivery company. You are not required to enroll with (name of alternative retail electric supplier). Beginning on (effective date), the electric supply price to compare is (price in cents per kilowatt hour). The electric utility electric supply price will

expire on (expiration date). The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at www.pluginillinois.org."

If applicable, the statement shall also include the following statement:

"The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour."

This paragraph (i) does not apply to goodwill or institutional advertising.

(ii) Before any customer is switched from another supplier, the alternative retail electric supplier shall give the customer written information that adequately discloses, in plain language, the prices, terms and conditions of the products and services being offered and sold to the customer. This written information shall be provided in a language in which the customer subject to the marketing or solicitation is able to understand and communicate, and the alternative retail electric supplier shall not switch a customer who is unable to understand and communicate in a language in which the marketing or solicitation was conducted. The alternative retail electric supplier shall comply with Section 2N of the Consumer Fraud and Deceptive Business Practices Act.

(iii) An alternative retail electric supplier shall provide documentation to the Commission and to customers that substantiates any claims made by the alternative retail electric supplier regarding the technologies and fuel types used to generate the electricity offered or sold to customers.

(iv) The alternative retail electric supplier shall provide to the customer (1) itemized billing statements that describe the products and services provided to the customer and their prices, and (2) an additional statement, at least annually, that adequately discloses the average monthly prices, and the terms and conditions, of the products and services sold to the customer.

(v) All in-person and telephone solicitations shall be conducted in, translated into, and provided in a language in which the consumer subject to the marketing or solicitation is able to understand and communicate. An alternative retail electric supplier shall terminate a solicitation if the consumer subject to the marketing or communication is unable to understand and communicate in the language in which the marketing or solicitation is being conducted. An alternative retail electric supplier shall comply with Section 2N of the Consumer Fraud and Deceptive Business Practices Act.

(vi) Each alternative retail electric supplier shall conduct training for individual representatives engaged in

in-person solicitation and telemarketing to residential customers on behalf of that alternative retail electric supplier prior to conducting any such solicitations on the alternative retail electric supplier's behalf. Each alternative retail electric supplier shall submit a copy of its training material to the Commission on an annual basis and the Commission shall have the right to review and require updates to the material. After initial training, each alternative retail electric supplier shall be required to conduct refresher training for its individual representatives every 6 months.

(f) An alternative retail electric supplier may limit the overall size or availability of a service offering by specifying one or more of the following: a maximum number of customers, maximum amount of electric load to be served, time period during which the offering will be available, or other comparable limitation, but not including the geographic locations of customers within the area which the alternative retail electric supplier is certificated to serve. The alternative retail electric supplier shall file the terms and conditions of such service offering including the applicable limitations with the Commission prior to making the service offering available to customers.

(g) Nothing in this Section shall be construed as preventing an alternative retail electric supplier, which is an affiliate of, or which contracts with, (i) an industry or

trade organization or association, (ii) a membership organization or association that exists for a purpose other than the purchase of electricity, or (iii) another organization that meets criteria established in a rule adopted by the Commission, from offering through the organization or association services at prices, terms and conditions that are available solely to the members of the organization or association.

(Source: P.A. 101-590, eff. 1-1-20; 102-459, eff. 8-20-21.)

(220 ILCS 5/16-122)

Sec. 16-122. Customer information.

(a) Upon the request of a retail customer, or a person who presents verifiable authorization and is acting as the customer's agent, and payment of a reasonable fee, electric utilities shall provide to the customer or its authorized agent the customer's billing and usage data.

(b) Upon request from any alternative retail electric supplier and payment of a reasonable fee, an electric utility serving retail customers in its service area shall make available generic information concerning the usage, load shape curve or other general characteristics of customers by rate classification. Provided however, no customer specific billing, usage or load shape data shall be provided under this subsection unless authorization to provide such information is provided by the customer pursuant to subsection (a) of this

Section.

Notwithstanding the requirements of this Section, if an alternative retail electric supplier warrants to an electric utility serving more than 500,000 retail customers that the alternative retail electric supplier's customer has provided consent as described in subsection (d-5) of Section 2EE of the Consumer Fraud and Deceptive Business Practices Act, then until either the customer contacts the alternative retail electric supplier to opt out or the customer is no longer served by the alternative retail electric supplier:

(1) An electric utility serving more than 500,000 retail customers shall electronically transmit interval meter usage data at the end of each monthly billing period for each residential retail customer for which the alternative retail electric supplier is providing electric power and energy supply service, for which the alternative retail electric supplier has requested such information, and for which the electric utility meters the residential customer using automated metering infrastructure equipment. Such data transmission shall occur no later than one business day after the electric utility serving more than 500,000 retail customers validates the interval meter usage data with the monthly billing period for such residential retail customer through an electronic data interchange or secure interface for which the alternative retail electric supplier has requested such information

and upon payment of a reasonable and amortized fee to recover the utility's prudently and reasonably incurred costs, approved by the Commission after notice and hearing, to provide this service. The interval meter usage data shall be provided at a minimum on an hourly basis or on a 30-minute basis. In addition, not later than the following day, the electric utility shall provide unverified interval data through an electronic data interchange or secure interface for which the alternative retail electric supplier has requested such information and upon payment of a reasonable and amortized fee to recover the utility's prudently and reasonably incurred costs, approved by the Commission after notice and hearing, to provide this service. The unverified interval meter usage data shall be provided at a minimum on an hourly basis or on a 30-minute basis. The same processes shall apply for nonresidential retail customers.

(2) An electric utility serving more than 500,000 retail customers shall submit tariffs to the Commission for approval within 120 days of the effective date of this amendatory Act of the 103rd General Assembly to meet the minimum requirements of paragraph (1) and provide such services no later than June 1, 2025. The Commission shall issue an order approving, or approving with modification to ensure compliance with this Section, the tariff no later than 240 days after such filing of the tariffs filed

as described in this Section.

(3) Nothing in this amendatory Act of the 103rd General Assembly prohibits such utility proposing new tariffs as described in Article IX to the extent such tariffs are consistent with the requirements of this amendatory Act of the 103rd General Assembly. Nothing in this amendatory Act of the 103rd General Assembly shall require such electric utility to alter its tariffs or practices to the extent that they: (i) provide interval data with shorter intervals; (ii) provide interval data more frequently than monthly; or (iii) provide other enhancements beyond the minimum standards required by paragraph (1).

(4) An alternative retail electric supplier shall use such interval meter usage data exclusively for the development, marketing, and provision of current and future products and services to enable such customers to more easily and effectively manage their energy consumption, including, but not limited to, time-of-use pricing, demand response, energy efficiency or management, beneficial electrification, on-site or community generation, or any other electricity-related products or services or customer billing or as otherwise authorized by the Commission.

(5) An alternative retail electric supplier shall not sell interval data obtained under this Section. An

alternative retail electric supplier shall not provide, share, or otherwise disclose a consumer's interval meter data obtained under this Section, except an alternative retail electric supplier may license or disclose a customer's interval meter data obtained under this Section if the following conditions are met: (i) the license or disclosure is made to an alternative retail electric supplier's affiliate or a third party with which the alternative retail electric supplier has a contract; (ii) the disclosure of a customer's interval meter data is made only to perform the following functions on behalf of the alternative retail electric supplier: billing and invoicing, administration of the product or service provided to the customer, or pricing products and services for the customer; and (iii) the alternative retail electric supplier maintains responsibility for ensuring that its affiliates and contracted third parties purge such data upon termination of their contract, ownership, affiliation, or license or other agreement, or to the extent that the customer interval data is no longer necessary for the affiliate or contracted third party to perform the function for which the customer interval data was provided. An alternative retail electric supplier may not provide a customer's interval meter data obtained under this Section to a sales agent, broker, or consultant for the purpose of marketing to that specific customer. An

alternative retail electric supplier shall be strictly liable under the Consumer Fraud and Deceptive Business Practices Act, this Act, and any other applicable law for any improper or unauthorized disclosure of customer interval data by it or any entity to which it discloses such customer interval data, regardless of whether such data was disclosed under the terms of this Section.

(6) Nothing in this Section prohibits an electric utility serving more than 500,000 retail customers from providing interval metering data to an alternative retail electric supplier as otherwise authorized by law or order of the Commission.

(7) The Commission shall set such fee, after notice and hearing pursuant to paragraph (1) and cost recovery to provide data or services, including any and all data or services provided or proposed under paragraphs (1) through (3) or otherwise authorized by this amendatory Act of the 103rd General Assembly, which shall be designed to obtain cost recovery solely from alternative retail electric suppliers. The fee shall be paid by all alternative retail electric suppliers that are authorized to provide service to residential customers in the electric utility's service territory on a periodic basis as set forth in the tariff. The Commission shall not establish a fee that is so high as to deter competition or competitive supply offerings in the State, or deny a utility a reasonable opportunity to

recover its cost of providing public utility service pursuant to this Act. The Commission may at any time review the reasonableness of the fee established pursuant to this Section upon its own motion or petition of an interested party.

(c) Upon request from a unit of local government and payment of a reasonable fee, an electric utility shall make available information concerning the usage, load shape curves, and other characteristics of customers by customer classification and location within the boundaries of the unit of local government, however, no customer specific billing, usage, or load shape data shall be provided under this subsection unless authorization to provide that information is provided by the customer. This subsection (c) does not prohibit an electric utility from providing a unit of local government or its designated auditor the materials delineated in Section 8-11-2.5 of the Illinois Municipal Code for the purposes of an audit under that Section.

(d) All such customer information shall be made available in a timely fashion in an electronic format, if available.

(Source: P.A. 102-1144, eff. 3-17-23.)

Section 10. The Consumer Fraud and Deceptive Business Practices Act is amended by changing Section 2EE as follows:

(815 ILCS 505/2EE)

Sec. 2EE. Alternative retail electric supplier selection.

(a) An alternative retail electric supplier shall not submit or execute a change in a consumer's selection of a provider of electric service unless and until:

(i) the alternative retail electric supplier first discloses all material terms and conditions of the offer to the consumer;

(ii) if the consumer is a small commercial retail customer as that term is defined in subsection (c) of this Section or a residential consumer, the alternative retail electric supplier discloses the utility electric supply price to compare, which shall be the sum of the electric supply charge and the transmission services charge, and shall not include the purchased electricity adjustment, applicable at the time the offer is made to the consumer;

(iii) if the consumer is a small commercial retail customer as that term is defined in subsection (c) of this Section or a residential consumer, the alternative retail electric provider discloses the following statement:

"(Name of the alternative retail electric supplier) is not the same entity as your electric delivery company. You are not required to enroll with (name of alternative retail electric supplier). As of (effective date), the electric supply price to compare is currently (price in cents per kilowatt hour). The electric utility electric supply price will expire on

(expiration date). The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at www.pluginillinois.org."

If applicable, the statement shall include the following statement:

"The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour.";

(iv) the alternative retail electric supplier has obtained the consumer's express agreement to accept the offer after the disclosure of all material terms and conditions of the offer; and

(v) the alternative retail electric supplier has confirmed the request for a change in accordance with one of the following procedures:

(A) The new alternative retail electric supplier has obtained the consumer's written or electronically signed authorization in a form that meets the following requirements:

(1) An alternative retail electric supplier shall obtain any necessary written or electronically signed authorization from a consumer for a change in electric service by using a letter of agency as specified in this Section.

Any letter of agency that does not conform with this Section is invalid.

(2) The letter of agency shall be a separate document (an easily separable document containing only the authorization language described in subparagraph (5)) whose sole purpose is to authorize an electric service provider change. The letter of agency must be signed and dated by the consumer requesting the electric service provider change.

(3) The letter of agency shall not be combined with inducements of any kind on the same document.

(4) Notwithstanding subparagraphs (1) and (2), the letter of agency may be combined with checks that contain only the required letter of agency language prescribed in subparagraph (5) and the necessary information to make the check a negotiable instrument. The letter of agency check shall not contain any promotional language or material. The letter of agency check shall contain in easily readable, bold-face type on the face of the check, a notice that the consumer is authorizing an electric service provider change by signing the check. The letter of agency language also shall be placed near the signature line on the back of the check.

(5) At a minimum, the letter of agency must be printed with a print of sufficient size to be clearly legible, and must contain clear and unambiguous language that confirms:

(i) The consumer's billing name and address;

(ii) The decision to change the electric service provider from the current provider to the prospective provider;

(iii) The terms, conditions, and nature of the service to be provided to the consumer must be clearly and conspicuously disclosed, in writing, and an alternative retail electric supplier must directly establish the rates for the service contracted for by the consumer; and

(iv) That the consumer understand that any alternative retail electric supplier selection the consumer chooses may involve a charge to the consumer for changing the consumer's electric service provider.

(6) Letters of agency shall not suggest or require that a consumer take some action in order to retain the consumer's current electric service provider.

(7) If any portion of a letter of agency is

translated into another language, then all portions of the letter of agency must be translated into that language.

(B) An appropriately qualified independent third party has obtained, in accordance with the procedures set forth in this subsection (b), the consumer's oral authorization to change electric suppliers that confirms and includes appropriate verification data. The independent third party (i) must not be owned, managed, controlled, or directed by the supplier or the supplier's marketing agent; (ii) must not have any financial incentive to confirm supplier change requests for the supplier or the supplier's marketing agent; and (iii) must operate in a location physically separate from the supplier or the supplier's marketing agent.

Automated third-party verification systems and 3-way conference calls may be used for verification purposes so long as the other requirements of this subsection (b) are satisfied.

A supplier or supplier's sales representative initiating a 3-way conference call or a call through an automated verification system must drop off the call once the 3-way connection has been established.

All third-party verification methods shall elicit, at a minimum, the following information: (i) the

identity of the consumer; (ii) confirmation that the person on the call is the account holder, has been specifically and explicitly authorized by the account holder, or possesses lawful authority to make the supplier change; (iii) confirmation that the person on the call wants to make the supplier change; (iv) the names of the suppliers affected by the change; (v) the service address of the supply to be switched; and (vi) the price of the service to be supplied and the material terms and conditions of the service being offered, including whether any early termination fees apply. Third-party verifiers may not market the supplier's services by providing additional information, including information regarding procedures to block or otherwise freeze an account against further changes.

All third-party verifications shall be conducted in the same language that was used in the underlying sales transaction and shall be recorded in their entirety. Submitting suppliers shall maintain and preserve audio records of verification of subscriber authorization for a minimum period of 2 years after obtaining the verification. Automated systems must provide consumers with an option to speak with a live person at any time during the call. Each disclosure made during the third-party verification must be made

individually to obtain clear acknowledgment of each disclosure. The alternative retail electric supplier must be in a location where he or she cannot hear the customer while the third-party verification is conducted. The alternative retail electric supplier shall not contact the customer after the third-party verification for a period of 24 hours unless the customer initiates the contact.

(C) When a consumer initiates the call to the prospective alternative retail electric supplier, in order to enroll the consumer as a customer, the prospective alternative retail electric supplier must, with the consent of the customer, make a date-stamped, time-stamped audio recording that elicits, at a minimum, the following information:

- (1) the identity of the customer;
- (2) confirmation that the person on the call is authorized to make the supplier change;
- (3) confirmation that the person on the call wants to make the supplier change;
- (4) the names of the suppliers affected by the change;
- (5) the service address of the supply to be switched; and
- (6) the price of the service to be supplied and the material terms and conditions of the

service being offered, including whether any early termination fees apply.

Submitting suppliers shall maintain and preserve the audio records containing the information set forth above for a minimum period of 2 years.

(b)(1) An alternative retail electric supplier shall not utilize the name of a public utility in any manner that is deceptive or misleading, including, but not limited to, implying or otherwise leading a consumer to believe that an alternative retail electric supplier is soliciting on behalf of or is an agent of a utility. An alternative retail electric supplier shall not utilize the name, or any other identifying insignia, graphics, or wording that has been used at any time to represent a public utility company or its services, to identify, label, or define any of its electric power and energy service offers. An alternative retail electric supplier may state the name of a public electric utility in order to accurately describe the electric utility service territories in which the supplier is currently offering an electric power and energy service. An alternative retail electric supplier that is the affiliate of an Illinois public utility and that was doing business in Illinois providing alternative retail electric service on January 1, 2016 may continue to use that public utility's name, logo, identifying insignia, graphics, or wording in its business operations occurring outside the service territory of the public utility with which it is

affiliated.

(2) An alternative retail electric supplier shall not state or otherwise imply that the alternative retail electric supplier is employed by, representing, endorsed by, or acting on behalf of a utility or utility program, a consumer group or consumer group program, or a governmental body, unless the alternative retail electric supplier has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements.

(c) An alternative retail electric supplier shall not submit or execute a change in a consumer's selection of a provider of electric service unless the alternative retail electric supplier complies with the following requirements of this subsection (c). It is a violation of this Section for an alternative retail electric supplier to fail to comply with this subsection (c). The requirements of this subsection (c) shall only apply to residential and small commercial retail customers. For purposes of this subsection (c) only, "small commercial retail customer" has the meaning given to that term in Section 16-102 of the Public Utilities Act.

(1) During a solicitation an alternative retail electric supplier shall state that he or represents an independent seller of electric power and energy service certified by the Illinois Commerce Commission and that he or she is not employed by, representing, endorsed by, or

acting on behalf of, a utility, or a utility program, a consumer group or consumer group program, or a governmental body, unless the alternative retail electric supplier has entered into a contractual arrangement with the governmental body and has been authorized with the governmental body to make the statements.

(2) Alternative retail electric suppliers who engage in in-person solicitation for the purpose of selling electric power and energy service offered by the alternative retail electric supplier shall display identification on an outer garment. This identification shall be visible at all times and prominently display the following: (i) the alternative retail electric supplier agent's full name in reasonable size font; (ii) an agent identification number; (iii) a photograph of the alternative retail electric supplier agent; and (iv) the trade name and logo of the alternative retail electric supplier the agent is representing. If the agent is selling electric power and energy services from multiple alternative retail electric suppliers to the consumer, the identification shall display the trade name and logo of the agent, broker, or consultant entity as that entity is defined in Section 16-115C of the Public Utilities Act. An alternative retail electric supplier shall leave the premises at the consumer's, owner's, or occupant's request. A copy of the Uniform Disclosure Statement

described in 83 Ill. Adm. Code 412.115 and 412.Appendix A is to be left with the consumer, at the conclusion of the visit unless the consumer refuses to accept a copy. An alternative retail electric supplier may provide the Uniform Disclosure Statement electronically instead of in paper form to a consumer upon that customer's request. The alternative retail electric supplier shall also offer to the consumer, at the time of the initiation of the solicitation, a business card or other material that lists the agent's name, identification number and title, and the alternative retail electric supplier's name and contact information, including phone number. The alternative retail electric supplier shall not conduct any in-person solicitations of consumers at any building or premises where any sign, notice, or declaration of any description whatsoever is posted that prohibits sales, marketing, or solicitations. The alternative retail electric supplier shall obtain consent to enter multi-unit residential dwellings. Consent obtained to enter a multi-unit dwelling from one prospective customer or occupant of the dwelling shall not constitute consent to market to any other prospective consumers without separate consent.

(3) An alternative retail electric supplier who contacts consumers by telephone for the purpose of selling electric power and energy service shall provide the agent's name and identification number. Any telemarketing

solicitations that lead to a telephone enrollment of a consumer must be recorded and retained for a minimum of 2 years. All telemarketing calls of consumers that do not lead to a telephone enrollment, but last at least 2 minutes, shall be recorded and retained for a minimum of 6 months.

(4) During an inbound enrollment call, an alternative retail electric supplier shall state that he or she represents an independent seller of electric power and energy service certified by the Illinois Commerce Commission. All inbound enrollment calls that lead to an enrollment shall be recorded, and the recordings shall be retained for a minimum of 2 years. An inbound enrollment call that does not lead to an enrollment, but lasts at least 2 minutes, shall be retained for a minimum of 6 months. The alternative retail electric supplier shall send the Uniform Disclosure Statement and contract to the customer within 3 business days after the electric utility's confirmation to the alternative retail electric supplier of an accepted enrollment.

(5) If a direct mail solicitation to a consumer includes a written letter of agency, it shall include the Uniform Disclosure Statement described in 83 Ill. Adm. Code 412.115 and 412.Appendix A. The Uniform Disclosure Statement shall be provided on a separate page from the other marketing materials included in the direct mail

solicitation. If a written letter of agency is being used to authorize a consumer's enrollment, the written letter of agency shall comply with this Section. A copy of the contract must be sent to the consumer within 3 business days after the electric utility's confirmation to the alternative retail electric supplier of an accepted enrollment.

(6) Online Solicitation.

(A) Each alternative retail electric supplier offering electric power and energy service to consumers online shall clearly and conspicuously make all disclosures for any services offered through online enrollment before requiring the consumer to enter any personal information other than zip code, electric utility service territory, or type of service sought.

(B) Notwithstanding any requirements in this Section to the contrary, an alternative retail electric supplier may secure consent from the consumer to obtain customer-specific billing and usage information for the sole purpose of determining and pricing a product through a letter of agency or method approved through an Illinois Commerce Commission docket before making all disclosure for services offered through online enrollment. It is a violation of this Act for an alternative retail electric

supplier to use a consumer's utility account number to execute or change a consumer's enrollment unless the consumer expressly consents to that enrollment as required by law.

(C) The enrollment website of the alternative retail electric supplier shall, at a minimum, include: (i) disclosure of all material terms and conditions of the offer; (ii) a statement that electronic acceptance of the terms and conditions is an agreement to initiate service and begin enrollment; (iii) a statement that the consumer shall review the contract or contact the current supplier to learn if any early termination fees are applicable; and (iv) an email address and toll-free phone number of the alternative retail electric supplier where the customer can express a decision to rescind the contract.

(7)(A) Beginning January 1, 2020, an alternative retail electric supplier shall not sell or offer to sell any products or services to a consumer pursuant to a contract in which the contract automatically renews, unless an alternative retail electric supplier provides to the consumer at the outset of the offer, in addition to other disclosures required by law, a separate written statement titled "Automatic Contract Renewal" that clearly and conspicuously discloses in bold lettering in at least 12-point font the terms and conditions of the automatic

contract renewal provision, including: (i) the estimated bill cycle on which the initial contract term expires and a statement that it could be later based on when the utility accepts the initial enrollment; (ii) the estimated bill cycle on which the new contract term begins and a statement that it will immediately follow the last billing cycle of the current term; (iii) the procedure to terminate the contract before the new contract term applies; and (iv) the cancellation procedure. If the alternative retail electric supplier sells or offers to sell the products or services to a consumer during an in-person solicitation or telemarketing solicitation, the disclosures described in this subparagraph (A) shall also be made to the consumer verbally during the solicitation. Nothing in this subparagraph (A) shall be construed to apply to contracts entered into before January 1, 2020.

(B) At least 30 days before, but not more than 60 days prior, to the end of the initial contract term, in any and all contracts that automatically renew after the initial term, the alternative retail electric supplier shall send, in addition to other disclosures required by law, a separate written notice of the contract renewal to the consumer that clearly and conspicuously discloses the following:

(i) a statement printed or visible from the outside of the envelope or in the subject line of

the email, if the customer has agreed to receive official documents by email, that states "Contract Renewal Notice";

(ii) a statement in bold lettering, in at least 12-point font, that the contract will automatically renew unless the customer cancels it;

(iii) the billing cycle in which service under the current term will expire;

(iv) the billing cycle in which service under the new term will begin;

(v) the process and options available to the consumer to reject the new contract terms;

(vi) the cancellation process if the consumer's contract automatically renews before the consumer rejects the new contract terms;

(vii) the terms and conditions of the new contract term;

(viii) for a fixed rate contract, a side-by-side comparison of the current price and the new price; for a variable rate contract or time-of-use product in which the first month's renewal price can be determined, a side-by-side comparison of the current price and the price for the first month of the new variable or time-of-use price; or for a variable or time-of-use contract

based on a publicly available index, a side-by-side comparison of the current formula and the new formula; and

(ix) the phone number and Internet address to submit a consumer inquiry or complaint to the Illinois Commerce Commission and the Office of the Attorney General.

(C) An alternative retail electric supplier shall not automatically renew a consumer's enrollment after the current term of the contract expires when the current term of the contract provides that the consumer will be charged a fixed rate and the renewed contract provides that the consumer will be charged a variable rate, unless: (i) the alternative retail electric supplier complies with subparagraphs (A) and (B); and (ii) the customer expressly consents to the contract renewal in writing or by electronic signature at least 30 days, but no more than 60 days, before the contract expires.

(D) This paragraph (7) does not apply to customers enrolled in a municipal aggregation program pursuant to Section 1-92 of the Illinois Power Agency Act.

(8) All in-person and telephone solicitations shall be conducted in, translated into, and provided in a language in which the consumer subject to the marketing or solicitation is able to understand and communicate. An

alternative retail electric supplier shall terminate a solicitation if the consumer subject to the marketing or communication is unable to understand and communicate in the language in which the marketing or solicitation is being conducted. An alternative retail electric supplier shall comply with Section 2N of this Act.

(9) Beginning January 1, 2020, consumers shall have the right to terminate their contract with the alternative retail electric supplier at any time without any termination fees or penalties.

(10) An alternative retail electric supplier shall not submit a change to a customer's electric service provider in violation of Section 16-115E of the Public Utilities Act.

(d) Complaints may be filed with the Illinois Commerce Commission under this Section by a consumer whose electric service has been provided by an alternative retail electric supplier in a manner not in compliance with this Section or by the Illinois Commerce Commission on its own motion when it appears to the Commission that an alternative retail electric supplier has provided service in a manner not in compliance with this Section. If, after notice and hearing, the Commission finds that an alternative retail electric supplier has violated this Section, the Commission may in its discretion do any one or more of the following:

(1) Require the violating alternative retail electric

supplier to refund to the consumer charges collected in excess of those that would have been charged by the consumer's authorized electric service provider.

(2) Require the violating alternative retail electric supplier to pay to the consumer's authorized electric service provider the amount the authorized electric service provider would have collected for the electric service. The Commission is authorized to reduce this payment by any amount already paid by the violating alternative retail electric supplier to the consumer's authorized provider for electric service.

(3) Require the violating alternative retail electric supplier to pay a fine of up to \$10,000 into the Public Utility Fund for each violation of this Section.

(4) Issue a cease and desist order.

(5) For a pattern of violation of this Section or for violations that continue after a cease and desist order, revoke the violating alternative retail electric supplier's certificate of service authority.

(d-5) (1) Before an alternative retail electric supplier may warrant that it has a residential customer or small commercial retail customer's express consent agreement to access interval data as described in subsection (b) of Section 16-122 of the Public Utilities Act, the alternative retail electric supplier shall: (i) disclose to the consumer at the outset of the offer that the alternative retail electric

supplier will access the consumer's interval data from the consumer's utility with the consumer's express agreement, and the consumer's option to refuse to provide express agreement to access the consumer's interval data; and (ii) obtain the consumer's express agreement for the alternative retail electric supplier to access the consumer's interval data from the consumer's utility in a separate letter of agency, a distinct response to a third-party verification, or during a recorded enrollment initiated by the consumer with the consumer's consent. The disclosure by the alternative retail electric supplier to the consumer in this Section shall be conducted in, translated into, and provided in a language in which the consumer subject to the disclosure is able to understand and communicate.

(2) Before an alternative retail electric supplier may warrant to an electric utility that it has an express agreement from a residential customer or small commercial retail customer who was enrolled with the alternative retail electric supplier prior to the effective date of this amendatory Act of the 103rd General Assembly to access the consumer's interval data as described in subsection (b) of Section 16-122 of the Public Utilities Act, an alternative retail electric supplier shall: (i) disclose to the consumer that the alternative retail electric supplier will access the consumer's interval data from the consumer's utility with the consumer's express agreement, which is a material change to

the consumer's existing contract terms, and the consumer's option to refuse to provide express agreement to access the consumer's interval data; and (ii) obtain the consumer's express agreement for the alternative retail electric supplier to change the consumer's material contract terms to access the consumer's interval data from the consumer's utility in a separate letter of agency, a distinct response to a third-party verification, or during a recorded enrollment initiated by the consumer with the consumer's consent. The disclosure by the alternative retail electric supplier to the consumer in this Section shall be conducted in, translated into, and provided in a language in which the consumer subject to the disclosure is able to understand and communicate.

(3) An alternative retail electric supplier may refuse to enroll or may disenroll a residential customer or small commercial retail customer in a product or service as described in paragraph (4) of subsection (b) of Section 16-122 of the Public Utilities Act if the residential customer or small commercial retail customer does not provide or revokes consent under this subsection.

(4) An alternative retail electric supplier shall not warrant that it has a non residential customer's, other than a small commercial retail customer, consent to access interval data as described in subsection (b) of Section 16-122 of the Public Utilities Act unless the contract between the alternative retail electric supplier and the customer

explicitly provides the alternative retail electric supplier with permission to access the customer's interval meter usage data. An alternative retail electric supplier shall not release, sell, license, or otherwise disclose any customer interval data obtained under Section 16-122 of the Public Utilities Act to any third person except as provided for in Section 16-122 of the Public Utilities Act.

(e) For purposes of this Section:

"Electric service provider" shall have the meaning given that phrase in Section 6.5 of the Attorney General Act.

"Alternative retail electric supplier" has the meaning given to that term in Section 16-102 of the Public Utilities Act.

(Source: P.A. 101-590, eff. 1-1-20; 102-958, eff. 1-1-23; revised 12-13-22.)

Section 99. Effective date. This Act takes effect upon becoming law.