



Sen. Sue Rezin

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LRB100 19958 SMS 37261 a

1 AMENDMENT TO SENATE BILL 3131

2 AMENDMENT NO. _____. Amend Senate Bill 3131 on page 5, by
3 replacing "and 16-111" with "16-111, and 22-501"; and

4 on page 220, immediately below line 20, by inserting the
5 following:

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

1 master antenna television, satellite master antenna
2 television, direct broadcast satellite, multipoint
3 distribution service, and other provider of video programming
4 shall only be subject to the provisions of this Article to the
5 extent permitted by federal law.

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

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

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

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

25 "Local unit of government" means a city, village,
26 incorporated town, or a county.

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

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

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

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

24 (a) General customer service standards:

25 (1) Cable or video providers shall establish general
26 standards related to customer service, which shall

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

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

1 promotional price or price for a specified period of time.
2 The cable or video provider shall provide this information
3 upon request.

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

23 (b) General customer service obligations:

24 (1) Cable or video providers shall render reasonably
25 efficient service, promptly make repairs, and interrupt
26 service only as necessary and for good cause, during

1 periods of minimum use of the system and for no more than
2 24 hours.

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

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

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

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

23 (5) Cable or video providers shall provide customers a
24 minimum of 30 days' written notice before increasing rates
25 or eliminating transmission of programming and shall
26 submit the notice of any rate increase to the local unit of

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

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

16 (c) Bills, payment, and termination:

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

19 (2) Every residential customer who pays bills directly
20 to the cable or video provider shall have at least 24 ~~28~~
21 days from the date of the bill to pay the listed charges.

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

25 (4) Cable or video providers may not terminate
26 residential service for nonpayment of a bill unless the

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

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

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

23 (7) Any service terminated by a cable or video provider
24 without good cause shall be restored without any
25 reconnection fee, charge, or penalty; good cause for
26 termination includes, but is not limited to, failure to pay

1 a bill by the date specified in the notice of impending
2 termination, payment by check for which there are
3 insufficient funds, theft of service, abuse of equipment or
4 personnel, or other similar subscriber actions.

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

20 (9) The customers or subscribers of a cable or video
21 provider shall be allowed to disconnect their service at
22 any time within the first 30 days after subscribing to or
23 upgrading the service. Within this 30-day period, cable or
24 video providers shall not charge or impose any fees or
25 penalties on the customer for disconnecting service,
26 including, but not limited to, any installation charge or

1 the imposition of an early termination charge, except the
2 cable or video provider may impose a charge or fee to
3 offset any rebates or credits received by the customer and
4 may impose monthly service or maintenance charges,
5 including pay-per-view and premium services charges,
6 during such 30-day period.

7 (d) Response to customer inquiries:

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

1 complaint reviewed by the local unit of government, to
2 request mediation, and to review in a court of competent
3 jurisdiction.

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

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

18 (4) If the cable or video provider receives notice that
19 an unsafe condition exists with respect to its equipment,
20 it shall investigate such condition immediately and shall
21 take such measures as are necessary to remove or eliminate
22 the unsafe condition. The cable or video provider shall
23 inform the local unit of government promptly, but no later
24 than 2 hours after it receives notification of an unsafe
25 condition that it has not remedied.

26 (5) Under normal operating conditions, telephone

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

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

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

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

23 (2) Excluding conditions beyond the control of the
24 cable or video providers, the cable or video providers will
25 begin working on "service interruptions" promptly and in no
26 event later than 24 hours after the interruption is

1 reported by the customer or otherwise becomes known to the
2 cable or video providers. Cable or video providers must
3 begin actions to correct other service problems the next
4 business day after notification of the service problem and
5 correct the problem.

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

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

23 (f) Public benefit obligation:

24 (1) All cable or video providers offering service
25 pursuant to the Cable and Video Competition Law of 2007,
26 the Illinois Municipal Code, or the Counties Code shall

1 provide a free service line drop and free basic service to
2 all current and future public buildings within their
3 footprint, including, but not limited to, all local unit of
4 government buildings, public libraries, and public primary
5 and secondary schools, whether owned or leased by that
6 local unit of government ("eligible buildings"). Such
7 service shall be used in a manner consistent with the
8 government purpose for the eligible building and shall not
9 be resold.

10 (2) This obligation only applies to those cable or
11 video service providers whose cable service or video
12 service systems pass eligible buildings and its cable or
13 video service is generally available to residential
14 subscribers in the same local unit of government in which
15 the eligible building is located. The burden of providing
16 such service at each eligible building shall be shared by
17 all cable and video providers whose systems pass the
18 eligible buildings in an equitable and competitively
19 neutral manner, and nothing herein shall require
20 duplicative installations by more than one cable or video
21 provider at each eligible building. Cable or video
22 providers operating in a local unit of government shall
23 meet as necessary and determine who will provide service to
24 eligible buildings under this subsection (f). If the cable
25 or video providers are unable to reach an agreement, they
26 shall meet with the local unit of government, which shall

1 determine which cable or video providers will serve each
2 eligible building. The local unit of government shall bear
3 the costs of any inside wiring or video equipment costs not
4 ordinarily provided as part of the cable or video
5 provider's basic offering.

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

17 (h) To the extent consistent with federal law, cable or
18 video providers shall offer the lowest-cost basic cable or
19 video service as a stand-alone service to residential customers
20 at reasonable rates. Cable or video providers shall not require
21 the subscription to any service other than the lowest-cost
22 basic service or to any telecommunications or information
23 service, as a condition of access to cable or video service,
24 including programming offered on a per channel or per program
25 basis. Cable or video providers shall not discriminate between
26 subscribers to the lowest-cost basic service, subscribers to

1 other cable services or video services, and other subscribers
2 with regard to the rates charged for cable or video programming
3 offered on a per channel or per program basis.

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

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

18 (k) To the extent consistent with federal law, cable or
19 video providers shall not charge a subscriber for any service
20 or equipment that the subscriber has not affirmatively
21 requested or affirmatively agreed to by name. For purposes of
22 this subsection (k), a subscriber's failure to refuse a cable
23 or video provider's proposal to provide service or equipment
24 shall not be deemed to be an affirmative request for such
25 service or equipment.

26 (l) No contract or service agreement containing an early

1 termination clause offering residential cable or video
2 services or any bundle including such services shall be for a
3 term longer than 2 years. Any contract or service offering with
4 a term of service that contains an early termination fee shall
5 limit the early termination fee to not more than the value of
6 any additional goods or services provided with the cable or
7 video services, the amount of the discount reflected in the
8 price for cable services or video services for the period
9 during which the consumer benefited from the discount, or a
10 declining fee based on the remainder of the contract term.

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

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

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

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

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

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

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

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

26 (q) Cable or video providers shall implement an informal

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

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

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

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

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

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

26 (4) Any customer, the Attorney General, or a local unit

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

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

1 or video service in the local unit of government's jurisdiction
2 and the credits are not greater than the credits provided in
3 this Section.

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

7 (2) Violation of customer service and billing
8 standards in subsections (c) and (d) of this Section:
9 \$25.00 per occurrence.

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

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

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

1 authorization pursuant to Article XXI of this Act.
2 (Source: P.A. 97-1108, eff. 1-1-13; 97-1150, eff. 1-25-13;
3 98-45, eff. 6-28-13.)".