



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

HB1284

Introduced 1/28/2025, by Rep. Kimberly Du Buclet

SYNOPSIS AS INTRODUCED:

220 ILCS 5/16-115A
220 ILCS 5/16-118
220 ILCS 5/19-115
815 ILCS 505/2EE
815 ILCS 505/2DDD

Amends the Public Utilities Act and the Consumer Fraud and Deceptive Business Practices Act. Prohibits alternative retail electric and gas suppliers from paying incentive-based compensation to people engaged in in-person solicitation or telemarketing. Provides that certain tariffs may be filed by an electric utility with respect to electric utilities providing supply service through an electric aggregation program. Provides that an alternative retail electric utility supplier or alternative gas supplier shall not automatically renew a consumer's enrollment after the current term of the contract expires when the renewed contract provides that the consumer will be charged a rate higher than the current contract rate unless: (i) the alternative retail electric supplier or alternative gas supplier complies with specified notice and disclosure requirements; 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.

LRB104 03458 AAS 13481 b

1 AN ACT concerning regulation.

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

4 Section 5. The Public Utilities Act is amended by changing
5 Sections 16-115A, 16-118, and 19-115 as follows:

6 (220 ILCS 5/16-115A)

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

9 (a) An alternative retail electric supplier:

10 (i) shall comply with the requirements imposed on
11 public utilities by Sections 8-201 through 8-207, 8-301,
12 8-505 and 8-507 of this Act, to the extent that these
13 Sections have application to the services being offered by
14 the alternative retail electric supplier;

15 (ii) shall continue to comply with the requirements
16 for certification stated in subsection (d) of Section
17 16-115;

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

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

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

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

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

1 Section 16-119.

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

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

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

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

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

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

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

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

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

1 and conditions of the products or services that the
2 alternative retail electric supplier is offering or
3 selling to the customer and shall disclose the current
4 utility electric supply price to compare applicable at the
5 time the alternative retail electric supplier is offering
6 or selling the products or services to the customer and
7 shall disclose the date on which the utility electric
8 supply price to compare became effective and the date on
9 which it will expire. The utility electric supply price to
10 compare shall be the sum of the electric supply charge and
11 the transmission services charge and shall not include the
12 purchased electricity adjustment. The disclosure shall
13 include a statement that the price to compare does not
14 include the purchased electricity adjustment, and, if
15 applicable, the range of the purchased electricity
16 adjustment. All marketing materials, including, but not
17 limited to, electronic marketing materials, in-person
18 solicitations, and telephone solicitations, shall include
19 the following statement:

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

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

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

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

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

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

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

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

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

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

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

12 (vii) Alternative retail electric suppliers may not
13 pay a commission or other incentive-based compensation to
14 individuals engaged in in-person solicitation or
15 telemarketing.

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

1 offering available to customers.

2 (g) Nothing in this Section shall be construed as
3 preventing an alternative retail electric supplier, which is
4 an affiliate of, or which contracts with, (i) an industry or
5 trade organization or association, (ii) a membership
6 organization or association that exists for a purpose other
7 than the purchase of electricity, or (iii) another
8 organization that meets criteria established in a rule adopted
9 by the Commission, from offering through the organization or
10 association services at prices, terms and conditions that are
11 available solely to the members of the organization or
12 association.

13 (Source: P.A. 102-459, eff. 8-20-21; 103-237, eff. 6-30-23.)

14 (220 ILCS 5/16-118)

15 Sec. 16-118. Services provided by electric utilities to
16 alternative retail electric suppliers.

17 (a) It is in the best interest of Illinois energy
18 consumers to promote fair and open competition in the
19 provision of electric power and energy and to prevent
20 anticompetitive practices in the provision of electric power
21 and energy. Therefore, to the extent an electric utility
22 provides electric power and energy or delivery services to
23 alternative retail electric suppliers and such services are
24 not subject to the jurisdiction of the Federal Energy
25 Regulatory Commission, and are not competitive services, they

1 shall be provided through tariffs that are filed with the
2 Commission, pursuant to Article IX of this Act. Each electric
3 utility shall permit alternative retail electric suppliers to
4 interconnect facilities to those owned by the utility provided
5 they meet established standards for such interconnection, and
6 may provide standby or other services to alternative retail
7 electric suppliers. The alternative retail electric supplier
8 shall sign a contract setting forth the prices, terms and
9 conditions for interconnection with the electric utility and
10 the prices, terms and conditions for services provided by the
11 electric utility to the alternative retail electric supplier
12 in connection with the delivery by the electric utility of
13 electric power and energy supplied by the alternative retail
14 electric supplier.

15 (b) An electric utility shall file a tariff pursuant to
16 Article IX of the Act that would allow alternative retail
17 electric suppliers or electric utilities providing supply
18 service through an electric aggregation program other than the
19 electric utility in whose service area retail customers are
20 located to issue single bills to the retail customers for both
21 the services provided by such alternative retail electric
22 supplier or other electric utility and the delivery services
23 provided by the electric utility to such customers. The tariff
24 filed pursuant to this subsection shall (i) require partial
25 payments made by retail customers to be credited first to the
26 electric utility's tariffed services, (ii) impose commercially

1 reasonable terms with respect to credit and collection,
2 including requests for deposits, (iii) retain the electric
3 utility's right to disconnect the retail customers, if it does
4 not receive payment for its tariffed services, in the same
5 manner that it would be permitted to if it had billed for the
6 services itself, and (iv) require the alternative retail
7 electric supplier or other electric utility providing supply
8 service through an electric aggregation program that elects
9 the billing option provided by this tariff to include on each
10 bill to retail customers an identification of the electric
11 utility providing the delivery services and a listing of the
12 charges applicable to such services. The tariff filed pursuant
13 to this subsection may also include other just and reasonable
14 terms and conditions. In addition, an electric utility, an
15 alternative retail electric supplier or electric utility other
16 than the electric utility in whose service area the customer
17 is located, and a customer served by such alternative retail
18 electric supplier or other electric utility, may enter into an
19 agreement pursuant to which the alternative retail electric
20 supplier or other electric utility pays the charges specified
21 in Section 16-108, or other customer-related charges,
22 including taxes and fees, in lieu of such charges being
23 recovered by the electric utility directly from the customer.

24 (c) An electric utility with more than 100,000 customers
25 shall file a tariff pursuant to Article IX of this Act that
26 provides alternative retail electric suppliers, and electric

1 utilities providing supply service through an electric
2 aggregation program other than the electric utility in whose
3 service area the retail customers are located, with the option
4 to have the electric utility purchase their receivables for
5 power and energy service provided to residential retail
6 customers and non-residential retail customers with a
7 non-coincident peak demand of less than 400 kilowatts through
8 an electric aggregation program. Receivables for power and
9 energy service of alternative retail electric suppliers or
10 electric utilities providing supply service through an
11 electric aggregation program other than the electric utility
12 in whose service area the retail customers are located shall
13 be purchased by the electric utility at a just and reasonable
14 discount rate to be reviewed and approved by the Commission
15 after notice and hearing. The discount rate shall be based on
16 the electric utility's historical bad debt and any reasonable
17 start-up costs and administrative costs associated with the
18 electric utility's purchase of receivables. The discounted
19 rate for purchase of receivables shall be included in the
20 tariff filed pursuant to this subsection (c). The discount
21 rate filed pursuant to this subsection (c) shall be subject to
22 periodic Commission review. The electric utility retains the
23 right to impose the same terms on retail customers with
24 respect to credit and collection, including requests for
25 deposits, and retain the electric utility's right to
26 disconnect the retail customers, if it does not receive

1 payment for its tariffed services or purchased receivables, in
2 the same manner that it would be permitted to if the retail
3 customers purchased power and energy from the electric
4 utility. The tariff filed pursuant to this subsection (c)
5 shall permit the electric utility to recover from retail
6 customers any uncollected receivables that may arise as a
7 result of the purchase of receivables under this subsection
8 (c), may also include other just and reasonable terms and
9 conditions, and shall provide for the prudently incurred costs
10 associated with the provision of this service pursuant to this
11 subsection (c). Nothing in this subsection (c) permits the
12 double recovery of bad debt expenses from customers.

13 (d) An electric utility with more than 100,000 customers
14 shall file a tariff pursuant to Article IX of this Act that
15 would provide alternative retail electric suppliers or
16 electric utilities providing supply service through an
17 electric aggregation program other than the electric utility
18 in whose service area retail customers are located with the
19 option to have the electric utility produce and provide single
20 bills to the retail customers for both the electric power and
21 energy service provided by the alternative retail electric
22 supplier or other electric utility providing supply service
23 through an electric aggregation program and the delivery
24 services provided by the electric utility to the customers.
25 The tariffs filed pursuant to this subsection shall require
26 the electric utility to collect and remit customer payments

1 for electric power and energy service provided by alternative
2 retail electric suppliers or electric utilities providing
3 supply service through an electric aggregation program other
4 than the electric utility in whose service area retail
5 customers are located. The tariff filed pursuant to this
6 subsection shall require the electric utility to include on
7 each bill to retail customers an identification of the
8 alternative retail electric supplier or other electric utility
9 that elects the billing option. The tariff filed pursuant to
10 this subsection (d) may also include other just and reasonable
11 terms and conditions and shall provide for the recovery of
12 prudently incurred costs associated with the provision of
13 service pursuant to this subsection (d). The costs associated
14 with the provision of service pursuant to this Section shall
15 be subject to periodic Commission review.

16 (e) An electric utility with more than 100,000 customers
17 in this State shall file a tariff pursuant to Article IX of
18 this Act that provides alternative retail electric suppliers,
19 and electric utilities providing supply service through an
20 electric aggregation program other than the electric utility
21 in whose service area the retail customers are located, with
22 the option to have the electric utility purchase 2 billing
23 cycles worth of uncollectible receivables for power and energy
24 service provided to residential retail customers and to
25 non-residential retail customers with a non-coincident peak
26 demand of less than 400 kilowatts participating in a municipal

1 aggregation program upon returning that customer to that
2 electric utility for delivery and energy service after that
3 alternative retail electric supplier, or an electric utility
4 other than the electric utility in whose service area the
5 retail customer is located, has made reasonable collection
6 efforts on that account. Uncollectible receivables for power
7 and energy service of alternative retail electric suppliers,
8 or electric utilities providing supply service through an
9 electric aggregation program other than the electric utility
10 in whose service area the retail customers are located, shall
11 be purchased by the electric utility at a just and reasonable
12 discount rate to be reviewed and approved by the Commission,
13 after notice and hearing. The discount rate shall be based on
14 the electric utility's historical bad debt for receivables
15 that are outstanding for a similar length of time and any
16 reasonable start-up costs and administrative costs associated
17 with the electric utility's purchase of receivables. The
18 discounted rate for purchase of uncollectible receivables
19 shall be included in the tariff filed pursuant to this
20 subsection (e). The electric utility retains the right to
21 impose the same terms on these retail customers with respect
22 to credit and collection, including requests for deposits, and
23 retains the right to disconnect these retail customers, if it
24 does not receive payment for its tariffed services or
25 purchased receivables, in the same manner that it would be
26 permitted to if the retail customers had purchased power and

1 energy from the electric utility. The tariff filed pursuant to
2 this subsection (e) shall permit the electric utility to
3 recover from retail customers any uncollectible ~~uncollectable~~
4 receivables that may arise as a result of the purchase of
5 uncollectible receivables under this subsection (e), may also
6 include other just and reasonable terms and conditions, and
7 shall provide for the prudently incurred costs associated with
8 the provision of this service pursuant to this subsection (e).
9 Nothing in this subsection (e) permits the double recovery of
10 utility bad debt expenses from customers. The electric utility
11 may file a joint tariff for this subsection (e) and subsection
12 (c) of this Section.

13 (f) Every alternative retail electric supplier or electric
14 utility other than the electric utility in whose service area
15 retail customers are located that issues single bills to the
16 retail customers for the services provided by the alternative
17 retail electric supplier or other electric utility to the
18 customers shall include on the single bills issued to
19 residential customers the current utility electric supply
20 price to compare that would apply to the customer for the
21 billing period if the customer obtained supply from the
22 utility. The current utility electric supply price shall be
23 the sum of the electric supply charge and the transmission
24 services charge and shall disclose that the price does not
25 include the monthly purchased electricity adjustment.

26 (g) Every electric utility that provides delivery and

1 supply services shall include on each bill issued to
2 residential customers who obtain supply from an alternative
3 retail electric supplier the current utility electric supply
4 price to compare that would apply to the customer for the
5 billing period if the customer obtained supply from the
6 utility. The current utility electric supply price to compare
7 shall be the sum of the electric supply charge and the
8 transmission services charge and shall disclose that the price
9 does not include the monthly purchased electricity adjustment.
10 (Source: P.A. 101-590, eff. 1-1-20.)

11 (220 ILCS 5/19-115)

12 Sec. 19-115. Obligations of alternative gas suppliers.

13 (a) The provisions of this Section shall apply only to
14 alternative gas suppliers serving or seeking to serve
15 residential or small commercial customers and only to the
16 extent such alternative gas suppliers provide services to
17 residential or small commercial customers.

18 (b) An alternative gas supplier:

19 (1) shall comply with the requirements imposed on
20 public utilities by Sections 8-201 through 8-207, 8-301,
21 8-505 and 8-507 of this Act, to the extent that these
22 Sections have application to the services being offered by
23 the alternative gas supplier;

24 (2) shall continue to comply with the requirements for
25 certification stated in Section 19-110;

1 (3) shall comply with complaint procedures established
2 by the Commission;

3 (4) except as provided in subsection (h) of this
4 Section, shall file with the Chief Clerk of the
5 Commission, within 20 business days after the effective
6 date of this amendatory Act of the 95th General Assembly,
7 a copy of bill formats, standard customer contract and
8 customer complaint and resolution procedures, and the name
9 and telephone number of the company representative whom
10 Commission employees may contact to resolve customer
11 complaints and other matters. In the case of a gas
12 supplier that engages in door-to-door solicitation, the
13 company shall file with the Commission the consumer
14 information disclosure required by item (3) of subsection
15 (c) of Section 2DDD of the Consumer Fraud and Deceptive
16 Business Practices Act and shall file updated information
17 within 10 business days after changes in any of the
18 documents or information required to be filed by this item
19 (4);

20 (5) shall maintain a customer call center where
21 customers can reach a representative and receive current
22 information. At least once every 6 months, each
23 alternative gas supplier shall provide written information
24 to customers explaining how to contact the call center.
25 The average answer time for calls placed to the call
26 center shall not exceed 60 seconds where a representative

1 or automated system is ready to render assistance and/or
2 accept information to process calls. The abandon rate for
3 calls placed to the call center shall not exceed 10%. Each
4 alternative gas supplier shall maintain records of the
5 call center's telephone answer time performance and
6 abandon call rate. These records shall be kept for a
7 minimum of 2 years and shall be made available to
8 Commission personnel upon request. In the event that
9 answer times and/or abandon rates exceed the limits
10 established above, the reporting alternative gas supplier
11 may provide the Commission or its personnel with
12 explanatory details. At a minimum, these records shall
13 contain the following information in monthly increments:

- 14 (A) total number of calls received;
15 (B) number of calls answered;
16 (C) average answer time;
17 (D) number of abandoned calls; and
18 (E) abandon call rate.

19 Alternative gas suppliers that do not have electronic
20 answering capability that meets these requirements shall
21 notify the Manager of the Commission's Consumer Services
22 Division or its successor within 30 days following the
23 effective date of this amendatory Act of the 95th General
24 Assembly and work with Staff to develop individualized
25 reporting requirements as to the call volume and
26 responsiveness of the call center.

1 On or before March 1 of every year, each entity shall
2 file a report with the Chief Clerk of the Commission for
3 the preceding calendar year on its answer time and abandon
4 call rate for its call center. A copy of the report shall
5 be sent to the Manager of the Consumer Services Division
6 or its successor;

7 (6) by January 1, 2020 and every September 30
8 thereafter, shall submit to the Commission and the Office
9 of the Attorney General the rates the alternative gas
10 supplier charged to residential customers in the prior
11 year, including each distinct rate charged and whether the
12 rate was a fixed or variable rate, the basis for the
13 variable rate, and any fees charged in addition to the
14 supply rate, including monthly fees, flat fees, or other
15 service charges; and

16 (7) shall make publicly available on its website,
17 without the need for a customer login, rate information
18 for all of its variable, time-of-use, and fixed rate
19 contracts currently available to residential customers,
20 including but not limited to, fixed monthly charges, early
21 termination fees, and per therm charges.

22 (c) An alternative gas supplier shall not submit or
23 execute a change in a customer's selection of a natural gas
24 provider unless and until (i) the alternative gas supplier
25 first discloses all material terms and conditions of the
26 offer, including price, to the customer; (ii) the alternative

1 gas supplier has obtained the customer's express agreement to
2 accept the offer after the disclosure of all material terms
3 and conditions of the offer; and (iii) the alternative gas
4 supplier has confirmed the request for a change in accordance
5 with one of the following procedures:

6 (1) The alternative gas supplier has obtained the
7 customer's written or electronically signed authorization
8 in a form that meets the following requirements:

9 (A) An alternative gas supplier shall obtain any
10 necessary written or electronically signed
11 authorization from a customer for a change in natural
12 gas service by using a letter of agency as specified in
13 this Section. Any letter of agency that does not
14 conform with this Section is invalid.

15 (B) The letter of agency shall be a separate
16 document (or an easily separable document containing
17 only the authorization language described in item (E)
18 of this paragraph (1)) whose sole purpose is to
19 authorize a natural gas provider change. The letter of
20 agency must be signed and dated by the customer
21 requesting the natural gas provider change.

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

24 (D) Notwithstanding items (A) and (B) of this
25 paragraph (1), the letter of agency may be combined
26 with checks that contain only the required letter of

1 agency language prescribed in item (E) of this
2 paragraph (1) and the necessary information to make
3 the check a negotiable instrument. The letter of
4 agency check shall not contain any promotional
5 language or material. The letter of agency check shall
6 contain in easily readable, bold face type on the face
7 of the check a notice that the consumer is authorizing
8 a natural gas provider change by signing the check.
9 The letter of agency language also shall be placed
10 near the signature line on the back of the check.

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

15 (i) the customer's billing name and address;

16 (ii) the decision to change the natural gas
17 provider from the current provider to the
18 prospective alternative gas supplier;

19 (iii) the terms, conditions, and nature of the
20 service to be provided to the customer, including,
21 but not limited to, the rates for the service
22 contracted for by the customer; and

23 (iv) that the customer understands that any
24 natural gas provider selection the customer
25 chooses may involve a charge to the customer for
26 changing the customer's natural gas provider.

1 (F) Letters of agency shall not suggest or require
2 that a customer take some action in order to retain the
3 customer's current natural gas provider.

4 (G) If any portion of a letter of agency is
5 translated into another language, then all portions of
6 the letter of agency must be translated into that
7 language.

8 (2) An appropriately qualified independent third party
9 has obtained, in accordance with the procedures set forth
10 in this paragraph (2), the customer's oral authorization
11 to change natural gas providers that confirms and includes
12 appropriate verification data. The independent third party
13 must (i) not be owned, managed, controlled, or directed by
14 the alternative gas supplier or the alternative gas
15 supplier's marketing agent; (ii) not have any financial
16 incentive to confirm provider change requests for the
17 alternative gas supplier or the alternative gas supplier's
18 marketing agent; and (iii) operate in a location
19 physically separate from the alternative gas supplier or
20 the alternative gas supplier's marketing agent. Automated
21 third-party verification systems and 3-way conference
22 calls may be used for verification purposes so long as the
23 other requirements of this paragraph (2) are satisfied. An
24 alternative gas supplier or alternative gas supplier's
25 sales representative initiating a 3-way conference call or
26 a call through an automated verification system must drop

1 off the call once the 3-way connection has been
2 established. All third-party verification methods shall
3 elicit, at a minimum, the following information:

4 (A) the identity of the customer;

5 (B) confirmation that the person on the call is
6 authorized to make the provider change;

7 (C) confirmation that the person on the call wants
8 to make the provider change;

9 (D) the names of the providers affected by the
10 change;

11 (E) the service address of the service to be
12 switched; and

13 (F) the price of the service to be provided and the
14 material terms and conditions of the service being
15 offered, including whether any early termination fees
16 apply.

17 Third-party verifiers may not market the alternative
18 gas supplier's services by providing additional
19 information. All third-party verifications shall be
20 conducted in the same language that was used in the
21 underlying sales transaction and shall be recorded in
22 their entirety. Submitting alternative gas suppliers shall
23 maintain and preserve audio records of verification of
24 customer authorization for a minimum period of 2 years
25 after obtaining the verification. Automated systems must
26 provide customers with an option to speak with a live

1 person at any time during the call.

2 (3) The alternative gas supplier has obtained the
3 customer's authorization via an automated verification
4 system to change natural gas service via telephone. An
5 automated verification system is an electronic system
6 that, through pre-recorded prompts, elicits voice
7 responses, touchtone responses, or both, from the customer
8 and records both the prompts and the customer's responses.
9 Such authorization must elicit the information in
10 paragraph (2)(A) through (F) of this subsection (c).
11 Alternative gas suppliers electing to confirm sales
12 electronically through an automated verification system
13 shall establish one or more toll-free telephone numbers
14 exclusively for that purpose. Calls to the number or
15 numbers shall connect a customer to a voice response unit,
16 or similar mechanism, that makes a date-stamped,
17 time-stamped recording of the required information
18 regarding the alternative gas supplier change.

19 The alternative gas supplier shall not use such
20 electronic authorization systems to market its services.

21 (4) When a consumer initiates the call to the
22 prospective alternative gas supplier, in order to enroll
23 the consumer as a customer, the prospective alternative
24 gas supplier must, with the consent of the customer, make
25 a date-stamped, time-stamped audio recording that elicits,
26 at a minimum, the following information:

- 1 (A) the identity of the customer;
- 2 (B) confirmation that the person on the call is
3 authorized to make the provider change;
- 4 (C) confirmation that the person on the call wants
5 to make the provider change;
- 6 (D) the names of the providers affected by the
7 change;
- 8 (E) the service address of the service to be
9 switched; and
- 10 (F) the price of the service to be supplied and the
11 material terms and conditions of the service being
12 offered, including whether any early termination fees
13 apply.

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

17 (5) In the event that a customer enrolls for service
18 from an alternative gas supplier via an Internet website,
19 the alternative gas supplier shall obtain an
20 electronically signed letter of agency in accordance with
21 paragraph (1) of this subsection (c) and any customer
22 information shall be protected in accordance with all
23 applicable statutes and regulations. In addition, an
24 alternative gas supplier shall provide the following when
25 marketing via an Internet website:

26 (A) The Internet enrollment website shall, at a

1 minimum, include:

2 (i) a copy of the alternative gas supplier's
3 customer contract that clearly and conspicuously
4 discloses all terms and conditions; and

5 (ii) a conspicuous prompt for the customer to
6 print or save a copy of the contract.

7 (B) Any electronic version of the contract shall
8 be identified by version number, in order to ensure
9 the ability to verify the particular contract to which
10 the customer assents.

11 (C) Throughout the duration of the alternative gas
12 supplier's contract with a customer, the alternative
13 gas supplier shall retain and, within 3 business days
14 of the customer's request, provide to the customer an
15 e-mail, paper, or facsimile of the terms and
16 conditions of the numbered contract version to which
17 the customer assents.

18 (D) The alternative gas supplier shall provide a
19 mechanism by which both the submission and receipt of
20 the electronic letter of agency are recorded by time
21 and date.

22 (E) After the customer completes the electronic
23 letter of agency, the alternative gas supplier shall
24 disclose conspicuously through its website that the
25 customer has been enrolled, and the alternative gas
26 supplier shall provide the customer an enrollment

1 confirmation number.

2 (6) When a customer is solicited in person by the
3 alternative gas supplier's sales agent, the alternative
4 gas supplier may only obtain the customer's authorization
5 to change natural gas service through the method provided
6 for in paragraph (2) of this subsection (c).

7 Alternative gas suppliers must be in compliance with this
8 subsection (c) within 90 days after the effective date of this
9 amendatory Act of the 95th General Assembly.

10 (d) Complaints may be filed with the Commission under this
11 Section by a customer whose natural gas service has been
12 provided by an alternative gas supplier in a manner not in
13 compliance with subsection (c) of this Section. If, after
14 notice and hearing, the Commission finds that an alternative
15 gas supplier has violated subsection (c), then the Commission
16 may in its discretion do any one or more of the following:

17 (1) Require the violating alternative gas supplier to
18 refund the customer charges collected in excess of those
19 that would have been charged by the customer's authorized
20 natural gas provider.

21 (2) Require the violating alternative gas supplier to
22 pay to the customer's authorized natural gas provider the
23 amount the authorized natural gas provider would have
24 collected for natural gas service. The Commission is
25 authorized to reduce this payment by any amount already
26 paid by the violating alternative gas supplier to the

1 customer's authorized natural gas provider.

2 (3) Require the violating alternative gas supplier to
3 pay a fine of up to \$1,000 into the Public Utility Fund for
4 each repeated and intentional violation of this Section.

5 (4) Issue a cease and desist order.

6 (5) For a pattern of violation of this Section or for
7 intentionally violating a cease and desist order, revoke
8 the violating alternative gas supplier's certificate of
9 service authority.

10 (e) No alternative gas supplier shall:

11 (1) enter into or employ any arrangements which have
12 the effect of preventing any customer from having access
13 to the services of the gas utility in whose service area
14 the customer is located;

15 (2) charge customers for such access;

16 (3) bill for goods or services not authorized by the
17 customer; or

18 (4) bill for a disputed amount where the alternative
19 gas supplier has been provided notice of such dispute. The
20 supplier shall attempt to resolve a dispute with the
21 customer. When the dispute is not resolved to the
22 customer's satisfaction, the supplier shall inform the
23 customer of the right to file an informal complaint with
24 the Commission and provide contact information. While the
25 pending dispute is active at the Commission, an
26 alternative gas supplier may bill only for the undisputed

1 amount until the Commission has taken final action on the
2 complaint.

3 (f) An alternative gas supplier that is certified to serve
4 residential or small commercial customers shall not:

5 (1) deny service to a customer or group of customers
6 nor establish any differences as to prices, terms,
7 conditions, services, products, facilities, or in any
8 other respect, whereby such denial or differences are
9 based upon race, gender, or income, except as provided in
10 Section 19-116;

11 (2) deny service based on locality, nor establish any
12 unreasonable difference as to prices, terms, conditions,
13 services, products, or facilities as between localities;

14 (3) include in any agreement a provision that
15 obligates a customer to the terms of the agreement if the
16 customer (i) moves outside the State of Illinois; (ii)
17 moves to a location without a transportation service
18 program; or (iii) moves to a location where the customer
19 will not require natural gas service, provided that
20 nothing in this subsection precludes an alternative gas
21 supplier from taking any action otherwise available to it
22 to collect a debt that arises out of service provided to
23 the customer before the customer moved; ~~or~~

24 (4) assign the agreement to any alternative natural
25 gas supplier, unless:

26 (A) the supplier is an alternative gas supplier

1 certified by the Commission;

2 (B) the rates, terms, and conditions of the
3 agreement being assigned do not change during the
4 remainder of the time covered by the agreement;

5 (C) the customer is given no less than 30 days
6 prior written notice of the assignment and contact
7 information for the new supplier; and

8 (D) the supplier assigning the contract provides
9 contact information that a customer can use to resolve
10 a dispute; ~~or-~~

11 (5) pay a commission or other incentive-based
12 compensation to individuals or agents engaged in in-person
13 solicitation or telemarketing.

14 (g) An alternative gas supplier shall comply with the
15 following requirements with respect to the marketing,
16 offering, and provision of products or services:

17 (1) All marketing materials, including, but not
18 limited to, electronic marketing materials, in-person
19 solicitations, and telephone solicitations, concerning
20 prices, terms, and conditions of service shall contain
21 information that adequately discloses the prices, terms,
22 and conditions of the products or services and shall
23 disclose the utility gas supply cost rates per therm price
24 available from the Illinois Commerce Commission website
25 applicable at the time the alternative gas supplier is
26 offering or selling the products or services to the

1 customer and shall disclose the date on which the utility
2 gas supply cost rates per therm became effective and the
3 date on which they will expire. All marketing materials,
4 including, but not limited to, electronic marketing
5 materials, in-person solicitations, and telephone
6 solicitations, shall include the following statement:

7 "(Name of the alternative gas supplier) is not the
8 same entity as your gas delivery company. You are not
9 required to enroll with (name of alternative gas
10 supplier). Beginning on (effective date), the utility
11 gas supply cost rate per therm is (cost). The utility
12 gas supply cost will expire on (expiration date). For
13 more information go to the Illinois Commerce
14 Commission's free website at
15 www.icc.illinois.gov/ags/consumereducation.aspx".

16 This paragraph (1) does not apply to goodwill or
17 institutional advertising.

18 (2) Before any customer is switched from another
19 supplier, the alternative gas supplier shall give the
20 customer written information that clearly and
21 conspicuously discloses, in plain language, the prices,
22 terms, and conditions of the products and services being
23 offered and sold to the customer. This written information
24 shall be provided in a language in which the customer
25 subject to the marketing or solicitation is able to
26 understand and communicate, and the alternative gas

1 supplier shall not switch a customer who is unable to
2 understand and communicate in a language in which the
3 marketing or solicitation was conducted. The alternative
4 gas supplier shall comply with Section 2N of the Consumer
5 Fraud and Deceptive Business Practices Act. Nothing in
6 this paragraph (2) may be read to relieve an alternative
7 gas supplier from the duties imposed on it by item (3) of
8 subsection (c) of Section 2DDD of the Consumer Fraud and
9 Deceptive Business Practices Act.

10 (3) The alternative gas supplier shall provide to the
11 customer:

12 (A) accurate, timely, and itemized billing
13 statements that describe the products and services
14 provided to the customer and their prices and that
15 specify the gas consumption amount and any service
16 charges and taxes; provided that this item (g) (3) (A)
17 does not apply to small commercial customers;

18 (B) billing statements that clearly and
19 conspicuously discloses the name and contact
20 information for the alternative gas supplier;

21 (C) an additional statement, at least annually,
22 that adequately discloses the average monthly prices,
23 and the terms and conditions, of the products and
24 services sold to the customer; provided that this item
25 (g) (3) (C) does not apply to small commercial
26 customers;

1 (D) refunds of any deposits with interest within
2 30 days after the date that the customer changes gas
3 suppliers or discontinues service if the customer has
4 satisfied all of his or her outstanding financial
5 obligations to the alternative gas supplier at an
6 interest rate set by the Commission which shall be the
7 same as that required of gas utilities; and

8 (E) refunds, in a timely fashion, of all
9 undisputed overpayments upon the oral or written
10 request of the customer.

11 (4) An alternative gas supplier and its sales agents
12 shall refrain from any direct marketing or soliciting to
13 consumers on the gas utility's "Do Not Contact List",
14 which the alternative gas supplier shall obtain on the
15 15th calendar day of the month from the gas utility in
16 whose service area the consumer is provided with gas
17 service. If the 15th calendar day is a non-business day,
18 then the alternative gas supplier shall obtain the list on
19 the next business day following the 15th calendar day of
20 that month.

21 (5) Early Termination.

22 (A) Any agreement that contains an early
23 termination clause shall disclose the amount of the
24 early termination fee, provided that any early
25 termination fee or penalty shall not exceed \$50 total,
26 regardless of whether or not the agreement is a

1 multiyear agreement.

2 (B) In any agreement that contains an early
3 termination clause, an alternative gas supplier shall
4 provide the customer the opportunity to terminate the
5 agreement without any termination fee or penalty
6 within 10 business days after the date of the first
7 bill issued to the customer for products or services
8 provided by the alternative gas supplier. The
9 agreement shall disclose the opportunity and provide a
10 toll-free phone number that the customer may call in
11 order to terminate the agreement. Beginning January 1,
12 2020, residential and small commercial customers shall
13 have a right to terminate their agreements with
14 alternative gas suppliers at any time without any
15 termination fees or penalties.

16 (6) Within 2 business days after electronic receipt of
17 a customer switch from the alternative gas supplier and
18 confirmation of eligibility, the gas utility shall provide
19 the customer written notice confirming the switch. The gas
20 utility shall not switch the service until 10 business
21 days after the date on the notice to the customer.

22 (7) The alternative gas supplier shall provide each
23 customer the opportunity to rescind its agreement without
24 penalty within 10 business days after the date on the gas
25 utility notice to the customer. The alternative gas
26 supplier shall disclose all of the following:

1 (A) that the gas utility shall send a notice
2 confirming the switch;

3 (B) that from the date the utility issues the
4 notice confirming the switch, the customer shall have
5 10 business days to rescind the switch without
6 penalty;

7 (C) that the customer shall contact the gas
8 utility or the alternative gas supplier to rescind the
9 switch; and

10 (D) the contact information for the gas utility.

11 The alternative gas supplier disclosure shall be
12 included in its sales solicitations, contracts, and all
13 applicable sales verification scripts.

14 (8) All in-person and telephone solicitations shall be
15 conducted in, translated into, and provided in a language
16 in which the consumer subject to the marketing or
17 solicitation is able to understand and communicate. An
18 alternative gas supplier shall terminate a solicitation if
19 the consumer subject to the marketing or communication is
20 unable to understand and communicate in the language in
21 which the marketing or solicitation is being conducted. An
22 alternative gas supplier shall comply with Section 2N of
23 the Consumer Fraud and Deceptive Business Practices Act.

24 (h) An alternative gas supplier may limit the overall size
25 or availability of a service offering by specifying one or
26 more of the following:

1 (1) a maximum number of customers and maximum amount
2 of gas load to be served;

3 (2) time period during which the offering will be
4 available; or

5 (3) other comparable limitation, but not including the
6 geographic locations of customers within the area which
7 the alternative gas supplier is certificated to serve.

8 The alternative gas supplier shall file the terms and
9 conditions of such service offering including the applicable
10 limitations with the Commission prior to making the service
11 offering available to customers.

12 (i) Nothing in this Section shall be construed as
13 preventing an alternative gas supplier that is an affiliate
14 of, or which contracts with, (i) an industry or trade
15 organization or association, (ii) a membership organization or
16 association that exists for a purpose other than the purchase
17 of gas, or (iii) another organization that meets criteria
18 established in a rule adopted by the Commission from offering
19 through the organization or association services at prices,
20 terms and conditions that are available solely to the members
21 of the organization or association.

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

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

1 (815 ILCS 505/2EE)

2 Sec. 2EE. Alternative retail electric supplier selection.

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

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

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

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

21 "(Name of the alternative retail electric
22 supplier) is not the same entity as your electric
23 delivery company. You are not required to enroll with
24 (name of alternative retail electric supplier). As of
25 (effective date), the electric supply price to compare

1 is currently (price in cents per kilowatt hour). The
2 electric utility electric supply price will expire on
3 (expiration date). The utility electric supply price
4 to compare does not include the purchased electricity
5 adjustment factor. For more information go to the
6 Illinois Commerce Commission's free website at
7 www.pluginillinois.org."

8 If applicable, the statement shall include the
9 following statement:

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

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

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

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

24 (1) An alternative retail electric supplier
25 shall obtain any necessary written or
26 electronically signed authorization from a

1 consumer for a change in electric service by using
2 a letter of agency as specified in this Section.
3 Any letter of agency that does not conform with
4 this Section is invalid.

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

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

15 (4) Notwithstanding subparagraphs (1) and (2),
16 the letter of agency may be combined with checks
17 that contain only the required letter of agency
18 language prescribed in subparagraph (5) and the
19 necessary information to make the check a
20 negotiable instrument. The letter of agency check
21 shall not contain any promotional language or
22 material. The letter of agency check shall contain
23 in easily readable, bold-face type on the face of
24 the check, a notice that the consumer is
25 authorizing an electric service provider change by
26 signing the check. The letter of agency language

1 also shall be placed near the signature line on
2 the back of the check.

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

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

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

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

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

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

1 provider.

2 (7) If any portion of a letter of agency is
3 translated into another language, then all
4 portions of the letter of agency must be
5 translated into that language.

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

19 Automated third-party verification systems and
20 3-way conference calls may be used for verification
21 purposes so long as the other requirements of this
22 subsection (b) are satisfied.

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

1 All third-party verification methods shall elicit,
2 at a minimum, the following information: (i) the
3 identity of the consumer; (ii) confirmation that the
4 person on the call is the account holder, has been
5 specifically and explicitly authorized by the account
6 holder, or possesses lawful authority to make the
7 supplier change; (iii) confirmation that the person on
8 the call wants to make the supplier change; (iv) the
9 names of the suppliers affected by the change; (v) the
10 service address of the supply to be switched; and (vi)
11 the price of the service to be supplied and the
12 material terms and conditions of the service being
13 offered, including whether any early termination fees
14 apply. Third-party verifiers may not market the
15 supplier's services by providing additional
16 information, including information regarding
17 procedures to block or otherwise freeze an account
18 against further changes.

19 All third-party verifications shall be conducted
20 in the same language that was used in the underlying
21 sales transaction and shall be recorded in their
22 entirety. Submitting suppliers shall maintain and
23 preserve audio records of verification of subscriber
24 authorization for a minimum period of 2 years after
25 obtaining the verification. Automated systems must
26 provide consumers with an option to speak with a live

1 person at any time during the call. Each disclosure
2 made during the third-party verification must be made
3 individually to obtain clear acknowledgment of each
4 disclosure. The alternative retail electric supplier
5 must be in a location where he or she cannot hear the
6 customer while the third-party verification is
7 conducted. The alternative retail electric supplier
8 shall not contact the customer after the third-party
9 verification for a period of 24 hours unless the
10 customer initiates the contact.

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

- 18 (1) the identity of the customer;
- 19 (2) confirmation that the person on the call
20 is authorized to make the supplier change;
- 21 (3) confirmation that the person on the call
22 wants to make the supplier change;
- 23 (4) the names of the suppliers affected by the
24 change;
- 25 (5) the service address of the supply to be
26 switched; and

1 (6) the price of the service to be supplied
2 and the material terms and conditions of the
3 service being offered, including whether any early
4 termination fees apply.

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

8 (b) (1) An alternative retail electric supplier shall not
9 utilize the name of a public utility in any manner that is
10 deceptive or misleading, including, but not limited to,
11 implying or otherwise leading a consumer to believe that an
12 alternative retail electric supplier is soliciting on behalf
13 of or is an agent of a utility. An alternative retail electric
14 supplier shall not utilize the name, or any other identifying
15 insignia, graphics, or wording that has been used at any time
16 to represent a public utility company or its services, to
17 identify, label, or define any of its electric power and
18 energy service offers. An alternative retail electric supplier
19 may state the name of a public electric utility in order to
20 accurately describe the electric utility service territories
21 in which the supplier is currently offering an electric power
22 and energy service. An alternative retail electric supplier
23 that is the affiliate of an Illinois public utility and that
24 was doing business in Illinois providing alternative retail
25 electric service on January 1, 2016 may continue to use that
26 public utility's name, logo, identifying insignia, graphics,

1 or wording in its business operations occurring outside the
2 service territory of the public utility with which it is
3 affiliated.

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

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

24 (1) During a solicitation an alternative retail
25 electric supplier shall state that he or represents an
26 independent seller of electric power and energy service

1 certified by the Illinois Commerce Commission and that he
2 or she is not employed by, representing, endorsed by, or
3 acting on behalf of, a utility, or a utility program, a
4 consumer group or consumer group program, or a
5 governmental body, unless the alternative retail electric
6 supplier has entered into a contractual arrangement with
7 the governmental body and has been authorized with the
8 governmental body to make the statements.

9 (2) Alternative retail electric suppliers who engage
10 in in-person solicitation for the purpose of selling
11 electric power and energy service offered by the
12 alternative retail electric supplier shall display
13 identification on an outer garment. This identification
14 shall be visible at all times and prominently display the
15 following: (i) the alternative retail electric supplier
16 agent's full name in reasonable size font; (ii) an agent
17 identification number; (iii) a photograph of the
18 alternative retail electric supplier agent; and (iv) the
19 trade name and logo of the alternative retail electric
20 supplier the agent is representing. If the agent is
21 selling electric power and energy services from multiple
22 alternative retail electric suppliers to the consumer, the
23 identification shall display the trade name and logo of
24 the agent, broker, or consultant entity as that entity is
25 defined in Section 16-115C of the Public Utilities Act. An
26 alternative retail electric supplier shall leave the

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

25 (3) An alternative retail electric supplier who
26 contacts consumers by telephone for the purpose of selling

1 electric power and energy service shall provide the
2 agent's name and identification number. Any telemarketing
3 solicitations that lead to a telephone enrollment of a
4 consumer must be recorded and retained for a minimum of 2
5 years. All telemarketing calls of consumers that do not
6 lead to a telephone enrollment, but last at least 2
7 minutes, shall be recorded and retained for a minimum of 6
8 months.

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

23 (5) If a direct mail solicitation to a consumer
24 includes a written letter of agency, it shall include the
25 Uniform Disclosure Statement described in 83 Ill. Adm.
26 Code 412.115 and 412.Appendix A. The Uniform Disclosure

1 Statement shall be provided on a separate page from the
2 other marketing materials included in the direct mail
3 solicitation. If a written letter of agency is being used
4 to authorize a consumer's enrollment, the written letter
5 of agency shall comply with this Section. A copy of the
6 contract must be sent to the consumer within 3 business
7 days after the electric utility's confirmation to the
8 alternative retail electric supplier of an accepted
9 enrollment.

10 (6) Online Solicitation.

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

19 (B) Notwithstanding any requirements in this
20 Section to the contrary, an alternative retail
21 electric supplier may secure consent from the consumer
22 to obtain customer-specific billing and usage
23 information for the sole purpose of determining and
24 pricing a product through a letter of agency or method
25 approved through an Illinois Commerce Commission
26 docket before making all disclosure for services

1 offered through online enrollment. It is a violation
2 of this Act for an alternative retail electric
3 supplier to use a consumer's utility account number to
4 execute or change a consumer's enrollment unless the
5 consumer expressly consents to that enrollment as
6 required by law.

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

19 (7) (A) Beginning January 1, 2020, an alternative
20 retail electric supplier shall not sell or offer to sell
21 any products or services to a consumer pursuant to a
22 contract in which the contract automatically renews,
23 unless an alternative retail electric supplier provides to
24 the consumer at the outset of the offer, in addition to
25 other disclosures required by law, a separate written
26 statement titled "Automatic Contract Renewal" that clearly

1 and conspicuously discloses in bold lettering in at least
2 12-point font the terms and conditions of the automatic
3 contract renewal provision, including: (i) the estimated
4 bill cycle on which the initial contract term expires and
5 a statement that it could be later based on when the
6 utility accepts the initial enrollment; (ii) the estimated
7 bill cycle on which the new contract term begins and a
8 statement that it will immediately follow the last billing
9 cycle of the current term; (iii) the procedure to
10 terminate the contract before the new contract term
11 applies; and (iv) the cancellation procedure. If the
12 alternative retail electric supplier sells or offers to
13 sell the products or services to a consumer during an
14 in-person solicitation or telemarketing solicitation, the
15 disclosures described in this subparagraph (A) shall also
16 be made to the consumer verbally during the solicitation.
17 Nothing in this subparagraph (A) shall be construed to
18 apply to contracts entered into before January 1, 2020.

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

1 (i) a statement printed or visible from the
2 outside of the envelope or in the subject line of the
3 email, if the customer has agreed to receive official
4 documents by email, that states "Contract Renewal
5 Notice";

6 (ii) a statement in bold lettering, in at least
7 12-point font, that the contract will automatically
8 renew unless the customer cancels it;

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

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

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

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

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

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

1 time-of-use contract based on a publicly available
2 index, a side-by-side comparison of the current
3 formula and the new formula; and

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

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

19 (D) An alternative retail electric supplier shall not
20 automatically renew a consumer's enrollment after the
21 current term of the contract expires when the renewed
22 contract provides that the consumer will be charged a rate
23 higher than the current contract rate unless: (i) the
24 alternative retail electric supplier complies with
25 subparagraphs (A) and (B) of this paragraph (7); and (ii)
26 the customer expressly consents to the contract renewal in

1 writing or by electronic signature at least 30 days, but
2 no more than 60 days, before the contract expires.

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

6 (8) All in-person and telephone solicitations shall be
7 conducted in, translated into, and provided in a language
8 in which the consumer subject to the marketing or
9 solicitation is able to understand and communicate. An
10 alternative retail electric supplier shall terminate a
11 solicitation if the consumer subject to the marketing or
12 communication is unable to understand and communicate in
13 the language in which the marketing or solicitation is
14 being conducted. An alternative retail electric supplier
15 shall comply with Section 2N of this Act.

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

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

24 (d) Complaints may be filed with the Illinois Commerce
25 Commission under this Section by a consumer whose electric
26 service has been provided by an alternative retail electric

1 supplier in a manner not in compliance with this Section or by
2 the Illinois Commerce Commission on its own motion when it
3 appears to the Commission that an alternative retail electric
4 supplier has provided service in a manner not in compliance
5 with this Section. If, after notice and hearing, the
6 Commission finds that an alternative retail electric supplier
7 has violated this Section, the Commission may in its
8 discretion do any one or more of the following:

9 (1) Require the violating alternative retail electric
10 supplier to refund to the consumer charges collected in
11 excess of those that would have been charged by the
12 consumer's authorized electric service provider.

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

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

24 (4) Issue a cease and desist order.

25 (5) For a pattern of violation of this Section or for
26 violations that continue after a cease and desist order,

1 revoke the violating alternative retail electric
2 supplier's certificate of service authority.

3 (d-5)(1) Before an alternative retail electric supplier
4 may warrant that it has a residential customer or small
5 commercial retail customer's express consent agreement to
6 access interval data as described in subsection (b) of Section
7 16-122 of the Public Utilities Act, the alternative retail
8 electric supplier shall: (i) disclose to the consumer at the
9 outset of the offer that the alternative retail electric
10 supplier will access the consumer's interval data from the
11 consumer's utility with the consumer's express agreement, and
12 the consumer's option to refuse to provide express agreement
13 to access the consumer's interval data; and (ii) obtain the
14 consumer's express agreement for the alternative retail
15 electric supplier to access the consumer's interval data from
16 the consumer's utility in a separate letter of agency, a
17 distinct response to a third-party verification, or during a
18 recorded enrollment initiated by the consumer with the
19 consumer's consent. The disclosure by the alternative retail
20 electric supplier to the consumer in this Section shall be
21 conducted in, translated into, and provided in a language in
22 which the consumer subject to the disclosure is able to
23 understand and communicate.

24 (2) Before an alternative retail electric supplier may
25 warrant to an electric utility that it has an express
26 agreement from a residential customer or small commercial

1 retail customer who was enrolled with the alternative retail
2 electric supplier prior to the effective date of this
3 amendatory Act of the 103rd General Assembly to access the
4 consumer's interval data as described in subsection (b) of
5 Section 16-122 of the Public Utilities Act, an alternative
6 retail electric supplier shall: (i) disclose to the consumer
7 that the alternative retail electric supplier will access the
8 consumer's interval data from the consumer's utility with the
9 consumer's express agreement, which is a material change to
10 the consumer's existing contract terms, and the consumer's
11 option to refuse to provide express agreement to access the
12 consumer's interval data; and (ii) obtain the consumer's
13 express agreement for the alternative retail electric supplier
14 to change the consumer's material contract terms to access the
15 consumer's interval data from the consumer's utility in a
16 separate letter of agency, a distinct response to a
17 third-party verification, or during a recorded enrollment
18 initiated by the consumer with the consumer's consent. The
19 disclosure by the alternative retail electric supplier to the
20 consumer in this Section shall be conducted in, translated
21 into, and provided in a language in which the consumer subject
22 to the disclosure is able to understand and communicate.

23 (3) An alternative retail electric supplier may refuse to
24 enroll or may disenroll a residential customer or small
25 commercial retail customer in a product or service as
26 described in paragraph (4) of subsection (b) of Section 16-122

1 of the Public Utilities Act if the residential customer or
2 small commercial retail customer does not provide or revokes
3 consent under this subsection.

4 (4) An alternative retail electric supplier shall not
5 warrant that it has a non residential customer's, other than a
6 small commercial retail customer, consent to access interval
7 data as described in subsection (b) of Section 16-122 of the
8 Public Utilities Act unless the contract between the
9 alternative retail electric supplier and the customer
10 explicitly provides the alternative retail electric supplier
11 with permission to access the customer's interval meter usage
12 data. An alternative retail electric supplier shall not
13 release, sell, license, or otherwise disclose any customer
14 interval data obtained under Section 16-122 of the Public
15 Utilities Act to any third person except as provided for in
16 Section 16-122 of the Public Utilities Act.

17 (e) For purposes of this Section:

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

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

23 (Source: P.A. 102-958, eff. 1-1-23; 103-154, eff. 6-30-23;
24 103-237, eff. 6-30-23.)

25 (815 ILCS 505/2DDD)

1 Sec. 2DDD. Alternative gas suppliers.

2 (a) Definitions.

3 (1) "Alternative gas supplier" has the same meaning as
4 in Section 19-105 of the Public Utilities Act.

5 (2) "Gas utility" has the same meaning as in Section
6 19-105 of the Public Utilities Act.

7 (b) It is an unfair or deceptive act or practice within the
8 meaning of Section 2 of this Act for any person to violate any
9 provision of this Section.

10 (c) Solicitation.

11 (1) An alternative gas supplier shall not utilize the
12 name of a public utility in any manner that is deceptive or
13 misleading, including, but not limited to, implying or
14 otherwise leading a customer to believe that an
15 alternative gas supplier is soliciting on behalf of or is
16 an agent of a utility. An alternative gas supplier shall
17 not utilize the name, or any other identifying insignia,
18 graphics, or wording, that has been used at any time to
19 represent a public utility company or its services or to
20 identify, label, or define any of its natural gas supply
21 offers and shall not misrepresent the affiliation of any
22 alternative supplier with the gas utility, governmental
23 bodies, or consumer groups.

24 (2) If any sales solicitation, agreement, contract, or
25 verification is translated into another language and
26 provided to a customer, all of the documents must be

1 provided to the customer in that other language.

2 (2.3) An alternative gas supplier shall state that it
3 represents an independent seller of gas certified by the
4 Illinois Commerce Commission and that he or she is not
5 employed by, representing, endorsed by, or acting on
6 behalf of a utility, or a utility program.

7 (2.5) All in-person and telephone solicitations shall
8 be conducted in, translated into, and provided in a
9 language in which the consumer subject to the marketing or
10 solicitation is able to understand and communicate. An
11 alternative gas supplier shall terminate a solicitation if
12 the consumer subject to the marketing or communication is
13 unable to understand and communicate in the language in
14 which the marketing or solicitation is being conducted. An
15 alternative gas supplier shall comply with Section 2N of
16 this Act.

17 (3) An alternative gas supplier shall clearly and
18 conspicuously disclose the following information to all
19 customers:

20 (A) the prices, terms, and conditions of the
21 products and services being sold to the customer;

22 (B) where the solicitation occurs in person,
23 including through door-to-door solicitation, the
24 salesperson's name;

25 (C) the alternative gas supplier's contact
26 information, including the address, phone number, and

1 website;

2 (D) contact information for the Illinois Commerce
3 Commission, including the toll-free number for
4 consumer complaints and website;

5 (E) a statement of the customer's right to rescind
6 the offer within 10 business days of the date on the
7 utility's notice confirming the customer's decision to
8 switch suppliers, as well as phone numbers for the
9 supplier and utility that the consumer may use to
10 rescind the contract;

11 (F) the amount of the early termination fee, if
12 any; and

13 (G) the utility gas supply cost rates per therm
14 price available from the Illinois Commerce Commission
15 website applicable at the time the alternative gas
16 supplier is offering or selling the products or
17 services to the customer and shall disclose the
18 following statement:

19 "(Name of the alternative gas supplier) is not the
20 same entity as your gas delivery company. You are not
21 required to enroll with (name of alternative retail
22 gas supplier). Beginning on (effective date), the
23 utility gas supply cost rate per therm is (cost). The
24 utility gas supply cost will expire on (expiration
25 date). For more information go to the Illinois
26 Commerce Commission's free website at

1 www.icc.illinois.gov/ags/consumereducation.aspx.".

2 (4) Except as provided in paragraph (5) of this
3 subsection (c), an alternative gas supplier shall send the
4 information described in paragraph (3) of this subsection
5 (c) to all customers within one business day of the
6 authorization of a switch.

7 (5) An alternative gas supplier engaging in
8 door-to-door solicitation of consumers shall provide the
9 information described in paragraph (3) of this subsection
10 (c) during all door-to-door solicitations that result in a
11 customer deciding to switch his or her supplier.

12 (d) Customer Authorization. An alternative gas supplier
13 shall not submit or execute a change in a customer's selection
14 of a natural gas provider unless and until: (i) the
15 alternative gas supplier first discloses all material terms
16 and conditions of the offer to the customer; (ii) the
17 alternative gas supplier has obtained the customer's express
18 agreement to accept the offer after the disclosure of all
19 material terms and conditions of the offer; and (iii) the
20 alternative gas supplier has confirmed the request for a
21 change in accordance with one of the following procedures:

22 (1) The alternative gas supplier has obtained the
23 customer's written or electronically signed authorization
24 in a form that meets the following requirements:

25 (A) An alternative gas supplier shall obtain any
26 necessary written or electronically signed

1 authorization from a customer for a change in natural
2 gas service by using a letter of agency as specified in
3 this Section. Any letter of agency that does not
4 conform with this Section is invalid.

5 (B) The letter of agency shall be a separate
6 document (or an easily separable document containing
7 only the authorization language described in item (E)
8 of this paragraph (1)) whose sole purpose is to
9 authorize a natural gas provider change. The letter of
10 agency must be signed and dated by the customer
11 requesting the natural gas provider change.

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

14 (D) Notwithstanding items (A) and (B) of this
15 paragraph (1), the letter of agency may be combined
16 with checks that contain only the required letter of
17 agency language prescribed in item (E) of this
18 paragraph (1) and the necessary information to make
19 the check a negotiable instrument. The letter of
20 agency check shall not contain any promotional
21 language or material. The letter of agency check shall
22 contain in easily readable, bold face type on the face
23 of the check, a notice that the consumer is
24 authorizing a natural gas provider change by signing
25 the check. The letter of agency language also shall be
26 placed near the signature line on the back of the

1 check.

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

6 (i) the customer's billing name and address;

7 (ii) the decision to change the natural gas
8 provider from the current provider to the
9 prospective alternative gas supplier;

10 (iii) the terms, conditions, and nature of the
11 service to be provided to the customer, including,
12 but not limited to, the rates for the service
13 contracted for by the customer; and

14 (iv) that the customer understands that any
15 natural gas provider selection the customer
16 chooses may involve a charge to the customer for
17 changing the customer's natural gas provider.

18 (F) Letters of agency shall not suggest or require
19 that a customer take some action in order to retain the
20 customer's current natural gas provider.

21 (G) If any portion of a letter of agency is
22 translated into another language, then all portions of
23 the letter of agency must be translated into that
24 language.

25 (2) An appropriately qualified independent third party
26 has obtained, in accordance with the procedures set forth

1 in this paragraph (2), the customer's oral authorization
2 to change natural gas providers that confirms and includes
3 appropriate verification data. The independent third party
4 must: (i) not be owned, managed, controlled, or directed
5 by the alternative gas supplier or the alternative gas
6 supplier's marketing agent; (ii) not have any financial
7 incentive to confirm provider change requests for the
8 alternative gas supplier or the alternative gas supplier's
9 marketing agent; and (iii) operate in a location
10 physically separate from the alternative gas supplier or
11 the alternative gas supplier's marketing agent. Automated
12 third-party verification systems and 3-way conference
13 calls may be used for verification purposes so long as the
14 other requirements of this paragraph (2) are satisfied. An
15 alternative gas supplier or alternative gas supplier's
16 sales representative initiating a 3-way conference call or
17 a call through an automated verification system must drop
18 off the call once the 3-way connection has been
19 established. All third-party verification methods shall
20 elicit, at a minimum, the following information:

21 (A) the identity of the customer;

22 (B) confirmation that the person on the call is
23 authorized to make the provider change;

24 (C) confirmation that the person on the call wants
25 to make the provider change;

26 (D) the names of the providers affected by the

1 change;

2 (E) the service address of the service to be
3 switched; and

4 (F) the price of the service to be provided and the
5 material terms and conditions of the service being
6 offered, including whether any early termination fees
7 apply.

8 Third-party verifiers may not market the alternative
9 gas supplier's services. All third-party verifications
10 shall be conducted in the same language that was used in
11 the underlying sales transaction and shall be recorded in
12 their entirety. Submitting alternative gas suppliers shall
13 maintain and preserve audio records of verification of
14 customer authorization for a minimum period of 2 years
15 after obtaining the verification. Automated systems must
16 provide customers with an option to speak with a live
17 person at any time during the call. Each disclosure made
18 during the third-party verification must be made
19 individually to obtain clear acknowledgment of each
20 disclosure. The alternative gas supplier must be in a
21 location where he or she cannot hear the customer while
22 the third-party verification is conducted. The alternative
23 gas supplier shall not contact the customer after the
24 third-party verification for a period of 24 hours unless
25 the customer initiates the contact.

26 (3) The alternative gas supplier has obtained the

1 customer's electronic authorization to change natural gas
2 service via telephone. Such authorization must elicit the
3 information in subparagraphs (A) through (F) of paragraph
4 (2) of this subsection (d). Alternative gas suppliers
5 electing to confirm sales electronically shall establish
6 one or more toll-free telephone numbers exclusively for
7 that purpose. Calls to the number or numbers shall connect
8 a customer to a voice response unit, or similar mechanism,
9 that makes a date-stamped, time-stamped recording of the
10 required information regarding the alternative gas
11 supplier change.

12 The alternative gas supplier shall not use such
13 electronic authorization systems to market its services.

14 (4) When a consumer initiates the call to the
15 prospective alternative gas supplier, in order to enroll
16 the consumer as a customer, the prospective alternative
17 gas supplier must, with the consent of the customer, make
18 a date-stamped, time-stamped audio recording that elicits,
19 at a minimum, the following information:

20 (A) the identity of the customer;

21 (B) confirmation that the person on the call is
22 authorized to make the provider change;

23 (C) confirmation that the person on the call wants
24 to make the provider change;

25 (D) the names of the providers affected by the
26 change;

1 (E) the service address of the service to be
2 switched; and

3 (F) the price of the service to be supplied and the
4 material terms and conditions of the service being
5 offered, including whether any early termination fees
6 apply.

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

10 (5) In the event that a customer enrolls for service
11 from an alternative gas supplier via an Internet website,
12 the alternative gas supplier shall obtain an
13 electronically signed letter of agency in accordance with
14 paragraph (1) of this subsection (d) and any customer
15 information shall be protected in accordance with all
16 applicable statutes and rules. In addition, an alternative
17 gas supplier shall provide the following when marketing
18 via an Internet website:

19 (A) The Internet enrollment website shall, at a
20 minimum, include:

21 (i) a copy of the alternative gas supplier's
22 customer contract, which clearly and conspicuously
23 discloses all terms and conditions; and

24 (ii) a conspicuous prompt for the customer to
25 print or save a copy of the contract.

26 (B) Any electronic version of the contract shall

1 be identified by version number, in order to ensure
2 the ability to verify the particular contract to which
3 the customer assents.

4 (C) Throughout the duration of the alternative gas
5 supplier's contract with a customer, the alternative
6 gas supplier shall retain and, within 3 business days
7 of the customer's request, provide to the customer an
8 email, paper, or facsimile of the terms and conditions
9 of the numbered contract version to which the customer
10 assents.

11 (D) The alternative gas supplier shall provide a
12 mechanism by which both the submission and receipt of
13 the electronic letter of agency are recorded by time
14 and date.

15 (E) After the customer completes the electronic
16 letter of agency, the alternative gas supplier shall
17 disclose conspicuously through its website that the
18 customer has been enrolled and the alternative gas
19 supplier shall provide the customer an enrollment
20 confirmation number.

21 (6) When a customer is solicited in person by the
22 alternative gas supplier's sales agent, the alternative
23 gas supplier may only obtain the customer's authorization
24 to change natural gas service through the method provided
25 for in paragraph (2) of this subsection (d).

26 Alternative gas suppliers must be in compliance with the

1 provisions of this subsection (d) within 90 days after April
2 10, 2009 (the effective date of Public Act 95-1051).

3 (e) Early Termination.

4 (1) Beginning January 1, 2020, consumers shall have
5 the right to terminate their contract with an alternative
6 gas supplier at any time without any termination fees or
7 penalties.

8 (2) In any agreement that contains an early
9 termination clause, an alternative gas supplier shall
10 provide the customer the opportunity to terminate the
11 agreement without any termination fee or penalty within 10
12 business days after the date of the first bill issued to
13 the customer for products or services provided by the
14 alternative gas supplier. The agreement shall disclose the
15 opportunity and provide a toll-free phone number that the
16 customer may call in order to terminate the agreement.

17 (f) The alternative gas supplier shall provide each
18 customer the opportunity to rescind its agreement without
19 penalty within 10 business days after the date on the gas
20 utility notice to the customer. The alternative gas supplier
21 shall disclose to the customer all of the following:

22 (1) that the gas utility shall send a notice
23 confirming the switch;

24 (2) that from the date the utility issues the notice
25 confirming the switch, the customer shall have 10 business
26 days before the switch will become effective;

1 (3) that the customer may contact the gas utility or
2 the alternative gas supplier to rescind the switch within
3 10 business days; and

4 (4) the contact information for the gas utility and
5 the alternative gas supplier.

6 The alternative gas supplier disclosure shall be included
7 in its sales solicitations, contracts, and all applicable
8 sales verification scripts.

9 (f-5)(1) Beginning January 1, 2020, an alternative gas
10 supplier shall not sell or offer to sell any products or
11 services to a consumer pursuant to a contract in which the
12 contract automatically renews, unless an alternative gas
13 supplier provides to the consumer at the outset of the offer,
14 in addition to other disclosures required by law, a separate
15 written statement titled "Automatic Contract Renewal" that
16 clearly and conspicuously discloses in bold lettering in at
17 least 12-point font the terms and conditions of the automatic
18 contract renewal provision, including: (i) the estimated bill
19 cycle on which the initial contract term expires and a
20 statement that it could be later based on when the utility
21 accepts the initial enrollment; (ii) the estimated bill cycle
22 on which the new contract term begins and a statement that it
23 will immediately follow the last billing cycle of the current
24 term; (iii) the procedure to terminate the contract before the
25 new contract term applies; and (iv) the cancellation
26 procedure. If the alternative gas supplier sells or offers to

1 sell the products or services to a consumer during an
2 in-person solicitation or telemarketing solicitation, the
3 disclosures described in this paragraph (1) shall also be made
4 to the consumer verbally during the solicitation. Nothing in
5 this paragraph (1) shall be construed to apply to contracts
6 entered into before January 1, 2020.

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

14 (A) a statement printed or visible from the outside of
15 the envelope or in the subject line of the email, if the
16 customer has agreed to receive official documents by
17 email, that states "Contract Renewal Notice";

18 (B) a statement in bold lettering, in at least
19 12-point font, that the contract will automatically renew
20 unless the customer cancels it;

21 (C) the billing cycle in which service under the
22 current term will expire;

23 (D) the billing cycle in which service under the new
24 term will begin;

25 (E) the process and options available to the consumer
26 to reject the new contract terms;

1 (F) the cancellation process if the consumer's
2 contract automatically renews before the consumer rejects
3 the new contract terms;

4 (G) the terms and conditions of the new contract term;

5 (H) for a fixed rate or flat bill contract, a
6 side-by-side comparison of the current fixed rate or flat
7 bill to the new fixed rate or flat bill; for a variable
8 rate contract or time-of-use product in which the first
9 month's renewal price can be determined, a side-by-side
10 comparison of the current price and the price for the
11 first month of the new variable or time-of-use price; or
12 for a variable or time-of-use contract based on a publicly
13 available index, a side-by-side comparison of the current
14 formula and the new formula; and

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

18 (3) An alternative gas supplier shall not automatically
19 renew a consumer's enrollment after the current term of the
20 contract expires when the current term of the contract
21 provides that the consumer will be charged a fixed rate and the
22 renewed contract provides that the consumer will be charged a
23 variable rate, unless: (i) the alternative gas supplier
24 complies with paragraphs (1) and (2); and (ii) the customer
25 expressly consents to the contract renewal in writing or by
26 electronic signature at least 30 days, but no more than 60

1 days, before the contract expires.

2 (4) An alternative gas supplier shall not automatically
3 renew a consumer's enrollment after the current term of the
4 contract expires if the renewed contract provides that the
5 consumer will be charged a rate higher than the current
6 contract rate unless: (i) the alternative gas supplier
7 complies with paragraphs (1) and (2); and (ii) the customer
8 expressly consents to the contract renewal in writing or by
9 electronic signature at least 30 days, but no more than 60
10 days, before the contract expires.

11 (5) ~~(4)~~ An alternative gas supplier shall not submit a
12 change to a customer's gas service provider in violation of
13 Section 19-116 of the Public Utilities Act.

14 (g) The provisions of this Section shall apply only to
15 alternative gas suppliers serving or seeking to serve
16 residential and small commercial customers and only to the
17 extent such alternative gas suppliers provide services to
18 residential and small commercial customers.

19 (h) Complaints may be filed with the Commission under this
20 Section by a consumer whose gas service has been provided by an
21 alternative retail gas supplier in a manner not in compliance
22 with this Section or by the Commission on its own motion when
23 it appears to the Commission that an alternative retail gas
24 supplier has provided service in a manner not in compliance
25 with this Section. If, after notice and hearing, the
26 Commission finds that an alternative retail gas supplier has

1 violated this Section, the Commission may in its discretion do
2 any one or more of the following:

3 (1) require the alternative retail gas supplier to
4 refund to the consumer charges collected in excess of
5 those that would have been charged by the consumer's
6 authorized gas service provider;

7 (2) require the alternative retail gas supplier to pay
8 to the consumer's authorized gas service provider the
9 amount the authorized gas service provider would have
10 collected for the gas service. The Commission is
11 authorized to reduce this payment by any amount already
12 paid by the alternative retail gas to the consumer's
13 authorized provider for gas service;

14 (3) require the alternative retail electric supplier
15 to pay a fine of up to \$10,000 per occurrence into the
16 Public Utility Fund for each violation of this Section;

17 (4) issue a cease and desist order; and

18 (5) for a pattern of violation of this Section or for
19 violations that continue after a cease and desist order,
20 revoke the alternative retail gas supplier's certificate
21 of service authority.

22 (Source: P.A. 101-590, eff. 1-1-20; 102-558, eff. 8-20-21;
23 102-958, eff. 1-1-23.)