



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

HB4313

Introduced 1/14/2026, 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. In provisions concerning the obligations of alternative retail electric suppliers and provisions concerning the obligations of alternative gas suppliers, provides that the alternative retail electric supplier or alternative gas supplier shall submit to the Illinois Commerce Commission and the Office of the Attorney General certain information about rates that the alternative retail electric supplier or alternative gas supplier charged to residential customers in the prior year, including the number of customers that were enrolled for each rate. Provides that an alternative retail electric supplier or alternative gas supplier shall not pay a commission or any other incentive-based compensation to individuals engaged in in-person solicitation or telemarketing and shall not charge a rate that is more than 25% higher than the current electric supply price or current monthly gas supply rate to any residential or small commercial retail customer at any time. In provisions concerning alternative retail electric supplier selection and provisions concerning alternative gas suppliers, provides that an alternative retail electric supplier or an 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 that is higher than the consumer's current contract rate unless: (i) the alternative retail electric supplier or alternative gas supplier complies with certain provisions concerning contract renewal; 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. Makes other changes.

LRB104 17063 AAS 30478 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, the number of residential customers enrolled for
2 each rate, and any fees charged in addition to the supply
3 rate, including monthly fees, flat fees, or other service
4 charges; and

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

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

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

1 early termination through a tariff or contract as allowed by
2 Section 16-119.

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

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

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

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

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

1 interval data; and

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

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

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

24 (i) All marketing materials, including, but not
25 limited to, electronic marketing materials, in-person
26 solicitations, and telephone solicitations, shall contain

1 information that adequately discloses the prices, terms,
2 and conditions of the products or services that the
3 alternative retail electric supplier is offering or
4 selling to the customer and shall disclose the current
5 utility electric supply price to compare applicable at the
6 time the alternative retail electric supplier is offering
7 or selling the products or services to the customer and
8 shall disclose the date on which the utility electric
9 supply price to compare became effective and the date on
10 which it will expire. The utility electric supply price to
11 compare shall be the sum of the electric supply charge and
12 the transmission services charge and shall not include the
13 purchased electricity adjustment. The disclosure shall
14 include a statement that the price to compare does not
15 include the purchased electricity adjustment, and, if
16 applicable, the range of the purchased electricity
17 adjustment. All marketing materials, including, but not
18 limited to, electronic marketing materials, in-person
19 solicitations, and telephone solicitations, shall include
20 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).
25 Beginning on (effective date), the electric supply
26 price to compare is (price in cents per kilowatt

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

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

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

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

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

1 Consumer Fraud and Deceptive Business Practices Act.

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

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

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

26 (vi) Each alternative retail electric supplier shall

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

13 (vii) An alternative retail electric supplier shall
14 not pay a commission or any other incentive-based
15 compensation to an individual representative who is
16 engaged in in-person solicitation or telemarketing on
17 behalf of the alternative retail electric supplier.

18 (viii) An alternative retail electric supplier shall
19 not charge a rate that is more than 25% higher than the
20 current electric supply price to any residential or small
21 commercial retail customer at any time.

22 (f) An alternative retail electric supplier may limit the
23 overall size or availability of a service offering by
24 specifying one or more of the following: a maximum number of
25 customers, maximum amount of electric load to be served, time
26 period during which the offering will be available, or other

1 comparable limitation, but not including the geographic
2 locations of customers within the area which the alternative
3 retail electric supplier is certificated to serve. The
4 alternative retail electric supplier shall file the terms and
5 conditions of such service offering including the applicable
6 limitations with the Commission prior to making the service
7 offering available to customers.

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

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

20 (220 ILCS 5/16-118)

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

23 (a) It is in the best interest of Illinois energy
24 consumers to promote fair and open competition in the
25 provision of electric power and energy and to prevent

1 anticompetitive practices in the provision of electric power
2 and energy. Therefore, to the extent an electric utility
3 provides electric power and energy or delivery services to
4 alternative retail electric suppliers and such services are
5 not subject to the jurisdiction of the Federal Energy
6 Regulatory Commission, and are not competitive services, they
7 shall be provided through tariffs that are filed with the
8 Commission, pursuant to Article IX of this Act. Each electric
9 utility shall permit alternative retail electric suppliers to
10 interconnect facilities to those owned by the utility provided
11 they meet established standards for such interconnection, and
12 may provide standby or other services to alternative retail
13 electric suppliers. The alternative retail electric supplier
14 shall sign a contract setting forth the prices, terms and
15 conditions for interconnection with the electric utility and
16 the prices, terms and conditions for services provided by the
17 electric utility to the alternative retail electric supplier
18 in connection with the delivery by the electric utility of
19 electric power and energy supplied by the alternative retail
20 electric supplier.

21 (b) An electric utility shall file a tariff pursuant to
22 Article IX of the Act that would allow alternative retail
23 electric suppliers or electric utilities providing supply
24 service through an electric aggregation program, other than
25 the electric utility in whose service area retail customers
26 are located, to issue single bills to the retail customers for

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

1 pays the charges specified in Section 16-108, or other
2 customer-related charges, including taxes and fees, in lieu of
3 such charges being recovered by the electric utility directly
4 from the customer.

5 (c) An electric utility with more than 100,000 customers
6 shall file a tariff pursuant to Article IX of this Act that
7 provides alternative retail electric suppliers⁷ and electric
8 utilities providing supply service through an electric
9 aggregation program, other than the electric utility in whose
10 service area the retail customers are located, with the option
11 to have the electric utility purchase their receivables for
12 power and energy service provided to residential retail
13 customers and non-residential retail customers with a
14 non-coincident peak demand of less than 400 kilowatts through
15 an electric aggregation program. Receivables for power and
16 energy service of alternative retail electric suppliers or
17 electric utilities providing supply service through an
18 electric aggregation program, other than the electric utility
19 in whose service area the retail customers are located, shall
20 be purchased by the electric utility at a just and reasonable
21 discount rate to be reviewed and approved by the Commission
22 after notice and hearing. The discount rate shall be based on
23 the electric utility's historical bad debt and any reasonable
24 start-up costs and administrative costs associated with the
25 electric utility's purchase of receivables. The discounted
26 rate for purchase of receivables shall be included in the

1 tariff filed pursuant to this subsection (c). The discount
2 rate filed pursuant to this subsection (c) shall be subject to
3 periodic Commission review. The electric utility retains the
4 right to impose the same terms on retail customers with
5 respect to credit and collection, including requests for
6 deposits, and retain the electric utility's right to
7 disconnect the retail customers, if it does not receive
8 payment for its tariffed services or purchased receivables, in
9 the same manner that it would be permitted to if the retail
10 customers purchased power and energy from the electric
11 utility. The tariff filed pursuant to this subsection (c)
12 shall permit the electric utility to recover from retail
13 customers any uncollected receivables that may arise as a
14 result of the purchase of receivables under this subsection
15 (c), may also include other just and reasonable terms and
16 conditions, and shall provide for the prudently incurred costs
17 associated with the provision of this service pursuant to this
18 subsection (c). Nothing in this subsection (c) permits the
19 double recovery of bad debt expenses from customers.

20 (d) An electric utility with more than 100,000 customers
21 shall file a tariff pursuant to Article IX of this Act that
22 would provide alternative retail electric suppliers or
23 electric utilities providing supply service through an
24 electric aggregation program, other than the electric utility
25 in whose service area retail customers are located, with the
26 option to have the electric utility produce and provide single

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

22 (e) An electric utility with more than 100,000 customers
23 in this State shall file a tariff pursuant to Article IX of
24 this Act that provides alternative retail electric suppliers⁷
25 and electric utilities providing supply service through an
26 electric aggregation program, other than the electric utility

1 in whose service area the retail customers are located, with
2 the option to have the electric utility purchase 2 billing
3 cycles worth of uncollectible receivables for power and energy
4 service provided to residential retail customers and to
5 non-residential retail customers participating in a municipal
6 aggregation program with a non-coincident peak demand of less
7 than 400 kilowatts upon returning that customer to that
8 electric utility for delivery and energy service after that
9 alternative retail electric supplier providing supply service
10 through an electric aggregation program, or an electric
11 utility other than the electric utility in whose service area
12 the retail customer is located, has made reasonable collection
13 efforts on that account. Uncollectible receivables for power
14 and energy service of alternative retail electric suppliers,
15 or electric utilities providing supply service through an
16 electric aggregation program, other than the electric utility
17 in whose service area the retail customers are located, shall
18 be purchased by the electric utility at a just and reasonable
19 discount rate to be reviewed and approved by the Commission,
20 after notice and hearing. The discount rate shall be based on
21 the electric utility's historical bad debt for receivables
22 that are outstanding for a similar length of time and any
23 reasonable start-up costs and administrative costs associated
24 with the electric utility's purchase of receivables. The
25 discounted rate for purchase of uncollectible receivables
26 shall be included in the tariff filed pursuant to this

1 subsection (e). The electric utility retains the right to
2 impose the same terms on these retail customers with respect
3 to credit and collection, including requests for deposits, and
4 retains the right to disconnect these retail customers, if it
5 does not receive payment for its tariffed services or
6 purchased receivables, in the same manner that it would be
7 permitted to if the retail customers had purchased power and
8 energy from the electric utility. The tariff filed pursuant to
9 this subsection (e) shall permit the electric utility to
10 recover from retail customers any uncollectable receivables
11 that may arise as a result of the purchase of uncollectible
12 receivables under this subsection (e), may also include other
13 just and reasonable terms and conditions, and shall provide
14 for the prudently incurred costs associated with the provision
15 of this service pursuant to this subsection (e). Nothing in
16 this subsection (e) permits the double recovery of utility bad
17 debt expenses from customers. The electric utility may file a
18 joint tariff for this subsection (e) and subsection (c) of
19 this Section.

20 (f) Every alternative retail electric supplier or electric
21 utility other than the electric utility in whose service area
22 retail customers are located that issues single bills to the
23 retail customers for the services provided by the alternative
24 retail electric supplier or other electric utility to the
25 customers shall include on the single bills issued to
26 residential customers the current utility electric supply

1 price to compare that would apply to the customer for the
2 billing period if the customer obtained supply from the
3 utility. The current utility electric supply price shall be
4 the sum of the electric supply charge and the transmission
5 services charge and shall disclose that the price does not
6 include the monthly purchased electricity adjustment.

7 (g) Every electric utility that provides delivery and
8 supply services shall include on each bill issued to
9 residential customers who obtain supply from an alternative
10 retail electric supplier the current utility electric supply
11 price to compare that would apply to the customer for the
12 billing period if the customer obtained supply from the
13 utility. The current utility electric supply price to compare
14 shall be the sum of the electric supply charge and the
15 transmission services charge and shall disclose that the price
16 does not include the monthly purchased electricity adjustment.

17 (Source: P.A. 101-590, eff. 1-1-20.)

18 (220 ILCS 5/19-115)

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

20 (a) The provisions of this Section shall apply only to
21 alternative gas suppliers serving or seeking to serve
22 residential or small commercial customers and only to the
23 extent such alternative gas suppliers provide services to
24 residential or small commercial customers.

25 (b) An alternative gas supplier:

1 (1) shall comply with the requirements imposed on
2 public utilities by Sections 8-201 through 8-207, 8-301,
3 8-505 and 8-507 of this Act, to the extent that these
4 Sections have application to the services being offered by
5 the alternative gas supplier;

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

8 (3) shall comply with complaint procedures established
9 by the Commission;

10 (4) except as provided in subsection (h) of this
11 Section, shall file with the Chief Clerk of the
12 Commission, within 20 business days after the effective
13 date of this amendatory Act of the 95th General Assembly,
14 a copy of bill formats, standard customer contract and
15 customer complaint and resolution procedures, and the name
16 and telephone number of the company representative whom
17 Commission employees may contact to resolve customer
18 complaints and other matters. In the case of a gas
19 supplier that engages in door-to-door solicitation, the
20 company shall file with the Commission the consumer
21 information disclosure required by item (3) of subsection
22 (c) of Section 2DDD of the Consumer Fraud and Deceptive
23 Business Practices Act and shall file updated information
24 within 10 business days after changes in any of the
25 documents or information required to be filed by this item
26 (4);

1 (5) shall maintain a customer call center where
2 customers can reach a representative and receive current
3 information. At least once every 6 months, each
4 alternative gas supplier shall provide written information
5 to customers explaining how to contact the call center.
6 The average answer time for calls placed to the call
7 center shall not exceed 60 seconds where a representative
8 or automated system is ready to render assistance and/or
9 accept information to process calls. The abandon rate for
10 calls placed to the call center shall not exceed 10%. Each
11 alternative gas supplier shall maintain records of the
12 call center's telephone answer time performance and
13 abandon call rate. These records shall be kept for a
14 minimum of 2 years and shall be made available to
15 Commission personnel upon request. In the event that
16 answer times and/or abandon rates exceed the limits
17 established above, the reporting alternative gas supplier
18 may provide the Commission or its personnel with
19 explanatory details. At a minimum, these records shall
20 contain the following information in monthly increments:

- 21 (A) total number of calls received;
22 (B) number of calls answered;
23 (C) average answer time;
24 (D) number of abandoned calls; and
25 (E) abandon call rate.

26 Alternative gas suppliers that do not have electronic

1 answering capability that meets these requirements shall
2 notify the Manager of the Commission's Consumer Services
3 Division or its successor within 30 days following the
4 effective date of this amendatory Act of the 95th General
5 Assembly and work with Staff to develop individualized
6 reporting requirements as to the call volume and
7 responsiveness of the call center.

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

14 (6) by January 1, 2020 and every September 30
15 thereafter, shall submit to the Commission and the Office
16 of the Attorney General the rates the alternative gas
17 supplier charged to residential customers in the prior
18 year, including each distinct rate charged and whether the
19 rate was a fixed or variable rate, the basis for the
20 variable rate, the number of customers enrolled on each
21 rate, and any fees charged in addition to the supply rate,
22 including monthly fees, flat fees, or other service
23 charges; and

24 (7) shall make publicly available on its website,
25 without the need for a customer login, rate information
26 for all of its variable, time-of-use, and fixed rate

1 contracts currently available to residential customers,
2 including but not limited to, fixed monthly charges, early
3 termination fees, and per therm charges.

4 (c) An alternative gas supplier shall not submit or
5 execute a change in a customer's selection of a natural gas
6 provider unless and until (i) the alternative gas supplier
7 first discloses all material terms and conditions of the
8 offer, including price, to the customer; (ii) the alternative
9 gas supplier has obtained the customer's express agreement to
10 accept the offer after the disclosure of all material terms
11 and conditions of the offer; and (iii) the alternative gas
12 supplier has confirmed the request for a change in accordance
13 with one of the following procedures:

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

17 (A) An alternative gas supplier shall obtain any
18 necessary written or electronically signed
19 authorization from a customer for a change in natural
20 gas service by using a letter of agency as specified in
21 this Section. Any letter of agency that does not
22 conform with this Section is invalid.

23 (B) The letter of agency shall be a separate
24 document (or an easily separable document containing
25 only the authorization language described in item (E)
26 of this paragraph (1)) whose sole purpose is to

1 authorize a natural gas provider change. The letter of
2 agency must be signed and dated by the customer
3 requesting the natural gas provider change.

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

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

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

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

24 (ii) the decision to change the natural gas
25 provider from the current provider to the
26 prospective alternative gas supplier;

1 (iii) the terms, conditions, and nature of the
2 service to be provided to the customer, including,
3 but not limited to, the rates for the service
4 contracted for by the customer; and

5 (iv) that the customer understands that any
6 natural gas provider selection the customer
7 chooses may involve a charge to the customer for
8 changing the customer's natural gas provider.

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

12 (G) If any portion of a letter of agency is
13 translated into another language, then all portions of
14 the letter of agency must be translated into that
15 language.

16 (2) An appropriately qualified independent third party
17 has obtained, in accordance with the procedures set forth
18 in this paragraph (2), the customer's oral authorization
19 to change natural gas providers that confirms and includes
20 appropriate verification data. The independent third party
21 must (i) not be owned, managed, controlled, or directed by
22 the alternative gas supplier or the alternative gas
23 supplier's marketing agent; (ii) not have any financial
24 incentive to confirm provider change requests for the
25 alternative gas supplier or the alternative gas supplier's
26 marketing agent; and (iii) operate in a location

1 physically separate from the alternative gas supplier or
2 the alternative gas supplier's marketing agent. Automated
3 third-party verification systems and 3-way conference
4 calls may be used for verification purposes so long as the
5 other requirements of this paragraph (2) are satisfied. An
6 alternative gas supplier or alternative gas supplier's
7 sales representative initiating a 3-way conference call or
8 a call through an automated verification system must drop
9 off the call once the 3-way connection has been
10 established. All third-party verification methods shall
11 elicit, at a minimum, the following information:

12 (A) the identity of the customer;

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

15 (C) confirmation that the person on the call wants
16 to make the provider change;

17 (D) the names of the providers affected by the
18 change;

19 (E) the service address of the service to be
20 switched; and

21 (F) the price of the service to be provided and the
22 material terms and conditions of the service being
23 offered, including whether any early termination fees
24 apply.

25 Third-party verifiers may not market the alternative
26 gas supplier's services by providing additional

1 information. All third-party verifications shall be
2 conducted in the same language that was used in the
3 underlying sales transaction and shall be recorded in
4 their entirety. Submitting alternative gas suppliers shall
5 maintain and preserve audio records of verification of
6 customer authorization for a minimum period of 2 years
7 after obtaining the verification. Automated systems must
8 provide customers with an option to speak with a live
9 person at any time during the call.

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

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

3 (4) When a consumer initiates the call to the
4 prospective alternative gas supplier, in order to enroll
5 the consumer as a customer, the prospective alternative
6 gas supplier must, with the consent of the customer, make
7 a date-stamped, time-stamped audio recording that elicits,
8 at a minimum, the following information:

9 (A) the identity of the customer;

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

12 (C) confirmation that the person on the call wants
13 to make the provider change;

14 (D) the names of the providers affected by the
15 change;

16 (E) the service address of the service to be
17 switched; and

18 (F) the price of the service to be supplied and the
19 material terms and conditions of the service being
20 offered, including whether any early termination fees
21 apply.

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

25 (5) In the event that a customer enrolls for service
26 from an alternative gas supplier via an Internet website,

1 the alternative gas supplier shall obtain an
2 electronically signed letter of agency in accordance with
3 paragraph (1) of this subsection (c) and any customer
4 information shall be protected in accordance with all
5 applicable statutes and regulations. In addition, an
6 alternative gas supplier shall provide the following when
7 marketing via an Internet website:

8 (A) The Internet enrollment website shall, at a
9 minimum, include:

10 (i) a copy of the alternative gas supplier's
11 customer contract that clearly and conspicuously
12 discloses all terms and conditions; and

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

15 (B) Any electronic version of the contract shall
16 be identified by version number, in order to ensure
17 the ability to verify the particular contract to which
18 the customer assents.

19 (C) Throughout the duration of the alternative gas
20 supplier's contract with a customer, the alternative
21 gas supplier shall retain and, within 3 business days
22 of the customer's request, provide to the customer an
23 e-mail, paper, or facsimile of the terms and
24 conditions of the numbered contract version to which
25 the customer assents.

26 (D) The alternative gas supplier shall provide a

1 mechanism by which both the submission and receipt of
2 the electronic letter of agency are recorded by time
3 and date.

4 (E) After the customer completes the electronic
5 letter of agency, the alternative gas supplier shall
6 disclose conspicuously through its website that the
7 customer has been enrolled, and the alternative gas
8 supplier shall provide the customer an enrollment
9 confirmation number.

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

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

18 (d) Complaints may be filed with the Commission under this
19 Section by a customer whose natural gas service has been
20 provided by an alternative gas supplier in a manner not in
21 compliance with subsection (c) of this Section. If, after
22 notice and hearing, the Commission finds that an alternative
23 gas supplier has violated subsection (c), then the Commission
24 may in its discretion do any one or more of the following:

25 (1) Require the violating alternative gas supplier to
26 refund the customer charges collected in excess of those

1 that would have been charged by the customer's authorized
2 natural gas provider.

3 (2) Require the violating alternative gas supplier to
4 pay to the customer's authorized natural gas provider the
5 amount the authorized natural gas provider would have
6 collected for natural gas service. The Commission is
7 authorized to reduce this payment by any amount already
8 paid by the violating alternative gas supplier to the
9 customer's authorized natural gas provider.

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

13 (4) Issue a cease and desist order.

14 (5) For a pattern of violation of this Section or for
15 intentionally violating a cease and desist order, revoke
16 the violating alternative gas supplier's certificate of
17 service authority.

18 (e) No alternative gas supplier shall:

19 (1) enter into or employ any arrangements which have
20 the effect of preventing any customer from having access
21 to the services of the gas utility in whose service area
22 the customer is located;

23 (2) charge customers for such access;

24 (3) bill for goods or services not authorized by the
25 customer; or

26 (4) bill for a disputed amount where the alternative

1 gas supplier has been provided notice of such dispute. The
2 supplier shall attempt to resolve a dispute with the
3 customer. When the dispute is not resolved to the
4 customer's satisfaction, the supplier shall inform the
5 customer of the right to file an informal complaint with
6 the Commission and provide contact information. While the
7 pending dispute is active at the Commission, an
8 alternative gas supplier may bill only for the undisputed
9 amount until the Commission has taken final action on the
10 complaint.

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

13 (1) deny service to a customer or group of customers
14 nor establish any differences as to prices, terms,
15 conditions, services, products, facilities, or in any
16 other respect, whereby such denial or differences are
17 based upon race, gender, or income, except as provided in
18 Section 19-116;

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

22 (3) include in any agreement a provision that
23 obligates a customer to the terms of the agreement if the
24 customer (i) moves outside the State of Illinois; (ii)
25 moves to a location without a transportation service
26 program; or (iii) moves to a location where the customer

1 will not require natural gas service, provided that
2 nothing in this subsection precludes an alternative gas
3 supplier from taking any action otherwise available to it
4 to collect a debt that arises out of service provided to
5 the customer before the customer moved; ~~or~~

6 (4) assign the agreement to any alternative natural
7 gas supplier, unless:

8 (A) the supplier is an alternative gas supplier
9 certified by the Commission;

10 (B) the rates, terms, and conditions of the
11 agreement being assigned do not change during the
12 remainder of the time covered by the agreement;

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

16 (D) the supplier assigning the contract provides
17 contact information that a customer can use to resolve
18 a dispute.

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

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

1 and conditions of the products or services and shall
2 disclose the utility gas supply cost rates per therm price
3 available from the Illinois Commerce Commission website
4 applicable at the time the alternative gas supplier is
5 offering or selling the products or services to the
6 customer and shall disclose the date on which the utility
7 gas supply cost rates per therm became effective and the
8 date on which they will expire. All marketing materials,
9 including, but not limited to, electronic marketing
10 materials, in-person solicitations, and telephone
11 solicitations, shall include the following statement:

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

21 This paragraph (1) does not apply to goodwill or
22 institutional advertising.

23 (2) Before any customer is switched from another
24 supplier, the alternative gas supplier shall give the
25 customer written information that clearly and
26 conspicuously discloses, in plain language, the prices,

1 terms, and conditions of the products and services being
2 offered and sold to the customer. This written information
3 shall be provided in a language in which the customer
4 subject to the marketing or solicitation is able to
5 understand and communicate, and the alternative gas
6 supplier shall not switch a customer who is unable to
7 understand and communicate in a language in which the
8 marketing or solicitation was conducted. The alternative
9 gas supplier shall comply with Section 2N of the Consumer
10 Fraud and Deceptive Business Practices Act. Nothing in
11 this paragraph (2) may be read to relieve an alternative
12 gas supplier from the duties imposed on it by item (3) of
13 subsection (c) of Section 2DDD of the Consumer Fraud and
14 Deceptive Business Practices Act.

15 (3) The alternative gas supplier shall provide to the
16 customer:

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

23 (B) billing statements that clearly and
24 conspicuously discloses the name and contact
25 information for the alternative gas supplier;

26 (C) an additional statement, at least annually,

1 that adequately discloses the average monthly prices,
2 and the terms and conditions, of the products and
3 services sold to the customer; provided that this item
4 (g) (3) (C) does not apply to small commercial
5 customers;

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

13 (E) refunds, in a timely fashion, of all
14 undisputed overpayments upon the oral or written
15 request of the customer.

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

26 (5) Early Termination.

1 (A) Any agreement that contains an early
2 termination clause shall disclose the amount of the
3 early termination fee, provided that any early
4 termination fee or penalty shall not exceed \$50 total,
5 regardless of whether or not the agreement is a
6 multiyear agreement.

7 (B) In any agreement that contains an early
8 termination clause, an alternative gas supplier shall
9 provide the customer the opportunity to terminate the
10 agreement without any termination fee or penalty
11 within 10 business days after the date of the first
12 bill issued to the customer for products or services
13 provided by the alternative gas supplier. The
14 agreement shall disclose the opportunity and provide a
15 toll-free phone number that the customer may call in
16 order to terminate the agreement. Beginning January 1,
17 2020, residential and small commercial customers shall
18 have a right to terminate their agreements with
19 alternative gas suppliers at any time without any
20 termination fees or penalties.

21 (6) Within 2 business days after electronic receipt of
22 a customer switch from the alternative gas supplier and
23 confirmation of eligibility, the gas utility shall provide
24 the customer written notice confirming the switch. The gas
25 utility shall not switch the service until 10 business
26 days after the date on the notice to the customer.

1 (7) The alternative gas supplier shall provide each
2 customer the opportunity to rescind its agreement without
3 penalty within 10 business days after the date on the gas
4 utility notice to the customer. The alternative gas
5 supplier shall disclose all of the following:

6 (A) that the gas utility shall send a notice
7 confirming the switch;

8 (B) that from the date the utility issues the
9 notice confirming the switch, the customer shall have
10 10 business days to rescind the switch without
11 penalty;

12 (C) that the customer shall contact the gas
13 utility or the alternative gas supplier to rescind the
14 switch; and

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

16 The alternative gas supplier disclosure shall be
17 included in its sales solicitations, contracts, and all
18 applicable sales verification scripts.

19 (8) All in-person and telephone solicitations shall be
20 conducted in, translated into, and provided in a language
21 in which the consumer subject to the marketing or
22 solicitation is able to understand and communicate. An
23 alternative gas supplier shall terminate a solicitation if
24 the consumer subject to the marketing or communication is
25 unable to understand and communicate in the language in
26 which the marketing or solicitation is being conducted. An

1 alternative gas supplier shall comply with Section 2N of
2 the Consumer Fraud and Deceptive Business Practices Act.

3 (9) An alternative gas supplier shall not pay a
4 commission or any other incentive-based compensation to a
5 sales agent who is engaged in in-person solicitation or
6 telemarketing on behalf of the alternative gas supplier.

7 (10) An alternative gas supplier shall not charge a
8 rate that is more than 25% higher than the current monthly
9 gas supply rate to a residential or small commercial
10 customer at any time.

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

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

16 (2) time period during which the offering will be
17 available; or

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

21 The alternative gas supplier shall file the terms and
22 conditions of such service offering including the applicable
23 limitations with the Commission prior to making the service
24 offering available to customers.

25 (i) Nothing in this Section shall be construed as
26 preventing an alternative gas supplier that is an affiliate

1 of, or which contracts with, (i) an industry or trade
2 organization or association, (ii) a membership organization or
3 association that exists for a purpose other than the purchase
4 of gas, or (iii) another organization that meets criteria
5 established in a rule adopted by the Commission from offering
6 through the organization or association services at prices,
7 terms and conditions that are available solely to the members
8 of the organization or association.

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

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

13 (815 ILCS 505/2EE)

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

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

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

21 (ii) if the consumer is a small commercial retail
22 customer as that term is defined in subsection (c) of this
23 Section or a residential consumer, the alternative retail
24 electric supplier discloses the utility electric supply

1 price to compare, which shall be the sum of the electric
2 supply charge and the transmission services charge, and
3 shall not include the purchased electricity adjustment,
4 applicable at the time the offer is made to the consumer;

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

9 "(Name of the alternative retail electric
10 supplier) is not the same entity as your electric
11 delivery company. You are not required to enroll with
12 (name of alternative retail electric supplier). As of
13 (effective date), the electric supply price to compare
14 is currently (price in cents per kilowatt hour). The
15 electric utility electric supply price will expire on
16 (expiration date). The utility electric supply price
17 to compare does not include the purchased electricity
18 adjustment factor. For more information go to the
19 Illinois Commerce Commission's free website at
20 www.pluginillinois.org."

21 If applicable, the statement shall include the
22 following statement:

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

26 (iv) the alternative retail electric supplier has

1 obtained the consumer's express agreement to accept the
2 offer after the disclosure of all material terms and
3 conditions of the offer; and

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

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

11 (1) An alternative retail electric supplier
12 shall obtain any necessary written or
13 electronically signed authorization from a
14 consumer for a change in electric service by using
15 a letter of agency as specified in this Section.
16 Any letter of agency that does not conform with
17 this Section is invalid.

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

26 (3) The letter of agency shall not be combined

1 with inducements of any kind on the same document.

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

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

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

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

25 (iii) The terms, conditions, and nature of
26 the service to be provided to the consumer

1 must be clearly and conspicuously disclosed,
2 in writing, and an alternative retail electric
3 supplier must directly establish the rates for
4 the service contracted for by the consumer;
5 and

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

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

15 (7) If any portion of a letter of agency is
16 translated into another language, then all
17 portions of the letter of agency must be
18 translated into that language.

19 (B) An appropriately qualified independent third
20 party has obtained, in accordance with the procedures
21 set forth in this subsection (b), the consumer's oral
22 authorization to change electric suppliers that
23 confirms and includes appropriate verification data.
24 The independent third party (i) must not be owned,
25 managed, controlled, or directed by the supplier or
26 the supplier's marketing agent; (ii) must not have any

1 financial incentive to confirm supplier change
2 requests for the supplier or the supplier's marketing
3 agent; and (iii) must operate in a location physically
4 separate from the supplier or the supplier's marketing
5 agent.

6 Automated third-party verification systems and
7 3-way conference calls may be used for verification
8 purposes so long as the other requirements of this
9 subsection (b) are satisfied.

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

14 All third-party verification methods shall elicit,
15 at a minimum, the following information: (i) the
16 identity of the consumer; (ii) confirmation that the
17 person on the call is the account holder, has been
18 specifically and explicitly authorized by the account
19 holder, or possesses lawful authority to make the
20 supplier change; (iii) confirmation that the person on
21 the call wants to make the supplier change; (iv) the
22 names of the suppliers affected by the change; (v) the
23 service address of the supply to be switched; and (vi)
24 the price of the service to be supplied and the
25 material terms and conditions of the service being
26 offered, including whether any early termination fees

1 apply. Third-party verifiers may not market the
2 supplier's services by providing additional
3 information, including information regarding
4 procedures to block or otherwise freeze an account
5 against further changes.

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

24 (C) When a consumer initiates the call to the
25 prospective alternative retail electric supplier, in
26 order to enroll the consumer as a customer, the

1 prospective alternative retail electric supplier must,
2 with the consent of the customer, make a date-stamped,
3 time-stamped audio recording that elicits, at a
4 minimum, the following information:

5 (1) the identity of the customer;

6 (2) confirmation that the person on the call
7 is authorized to make the supplier change;

8 (3) confirmation that the person on the call
9 wants to make the supplier change;

10 (4) the names of the suppliers affected by the
11 change;

12 (5) the service address of the supply to be
13 switched; and

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

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

21 (b) (1) An alternative retail electric supplier shall not
22 utilize the name of a public utility in any manner that is
23 deceptive or misleading, including, but not limited to,
24 implying or otherwise leading a consumer to believe that an
25 alternative retail electric supplier is soliciting on behalf
26 of or is an agent of a utility. An alternative retail electric

1 supplier shall not utilize the name, or any other identifying
2 insignia, graphics, or wording that has been used at any time
3 to represent a public utility company or its services, to
4 identify, label, or define any of its electric power and
5 energy service offers. An alternative retail electric supplier
6 may state the name of a public electric utility in order to
7 accurately describe the electric utility service territories
8 in which the supplier is currently offering an electric power
9 and energy service. An alternative retail electric supplier
10 that is the affiliate of an Illinois public utility and that
11 was doing business in Illinois providing alternative retail
12 electric service on January 1, 2016 may continue to use that
13 public utility's name, logo, identifying insignia, graphics,
14 or wording in its business operations occurring outside the
15 service territory of the public utility with which it is
16 affiliated.

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

26 (c) An alternative retail electric supplier shall not

1 submit or execute a change in a consumer's selection of a
2 provider of electric service unless the alternative retail
3 electric supplier complies with the following requirements of
4 this subsection (c). It is a violation of this Section for an
5 alternative retail electric supplier to fail to comply with
6 this subsection (c). The requirements of this subsection (c)
7 shall only apply to residential and small commercial retail
8 customers. For purposes of this subsection (c) only, "small
9 commercial retail customer" has the meaning given to that term
10 in Section 16-102 of the Public Utilities Act.

11 (1) During a solicitation an alternative retail
12 electric supplier shall state that he or represents an
13 independent seller of electric power and energy service
14 certified by the Illinois Commerce Commission and that he
15 or she is not employed by, representing, endorsed by, or
16 acting on behalf of, a utility, or a utility program, a
17 consumer group or consumer group program, or a
18 governmental body, unless the alternative retail electric
19 supplier has entered into a contractual arrangement with
20 the governmental body and has been authorized with the
21 governmental body to make the statements.

22 (2) Alternative retail electric suppliers who engage
23 in in-person solicitation for the purpose of selling
24 electric power and energy service offered by the
25 alternative retail electric supplier shall display
26 identification on an outer garment. This identification

1 shall be visible at all times and prominently display the
2 following: (i) the alternative retail electric supplier
3 agent's full name in reasonable size font; (ii) an agent
4 identification number; (iii) a photograph of the
5 alternative retail electric supplier agent; and (iv) the
6 trade name and logo of the alternative retail electric
7 supplier the agent is representing. If the agent is
8 selling electric power and energy services from multiple
9 alternative retail electric suppliers to the consumer, the
10 identification shall display the trade name and logo of
11 the agent, broker, or consultant entity as that entity is
12 defined in Section 16-115C of the Public Utilities Act. An
13 alternative retail electric supplier shall leave the
14 premises at the consumer's, owner's, or occupant's
15 request. A copy of the Uniform Disclosure Statement
16 described in 83 Ill. Adm. Code 412.115 and 412.Appendix A
17 is to be left with the consumer, at the conclusion of the
18 visit unless the consumer refuses to accept a copy. An
19 alternative retail electric supplier may provide the
20 Uniform Disclosure Statement electronically instead of in
21 paper form to a consumer upon that customer's request. The
22 alternative retail electric supplier shall also offer to
23 the consumer, at the time of the initiation of the
24 solicitation, a business card or other material that lists
25 the agent's name, identification number and title, and the
26 alternative retail electric supplier's name and contact

1 information, including phone number. The alternative
2 retail electric supplier shall not conduct any in-person
3 solicitations of consumers at any building or premises
4 where any sign, notice, or declaration of any description
5 whatsoever is posted that prohibits sales, marketing, or
6 solicitations. The alternative retail electric supplier
7 shall obtain consent to enter multi-unit residential
8 dwellings. Consent obtained to enter a multi-unit dwelling
9 from one prospective customer or occupant of the dwelling
10 shall not constitute consent to market to any other
11 prospective consumers without separate consent.

12 (3) An alternative retail electric supplier who
13 contacts consumers by telephone for the purpose of selling
14 electric power and energy service shall provide the
15 agent's name and identification number. Any telemarketing
16 solicitations that lead to a telephone enrollment of a
17 consumer must be recorded and retained for a minimum of 2
18 years. All telemarketing calls of consumers that do not
19 lead to a telephone enrollment, but last at least 2
20 minutes, shall be recorded and retained for a minimum of 6
21 months.

22 (4) During an inbound enrollment call, an alternative
23 retail electric supplier shall state that he or she
24 represents an independent seller of electric power and
25 energy service certified by the Illinois Commerce
26 Commission. All inbound enrollment calls that lead to an

1 enrollment shall be recorded, and the recordings shall be
2 retained for a minimum of 2 years. An inbound enrollment
3 call that does not lead to an enrollment, but lasts at
4 least 2 minutes, shall be retained for a minimum of 6
5 months. The alternative retail electric supplier shall
6 send the Uniform Disclosure Statement and contract to the
7 customer within 3 business days after the electric
8 utility's confirmation to the alternative retail electric
9 supplier of an accepted enrollment.

10 (5) If a direct mail solicitation to a consumer
11 includes a written letter of agency, it shall include the
12 Uniform Disclosure Statement described in 83 Ill. Adm.
13 Code 412.115 and 412.Appendix A. The Uniform Disclosure
14 Statement shall be provided on a separate page from the
15 other marketing materials included in the direct mail
16 solicitation. If a written letter of agency is being used
17 to authorize a consumer's enrollment, the written letter
18 of agency shall comply with this Section. A copy of the
19 contract must be sent to the consumer within 3 business
20 days after the electric utility's confirmation to the
21 alternative retail electric supplier of an accepted
22 enrollment.

23 (6) Online Solicitation.

24 (A) Each alternative retail electric supplier
25 offering electric power and energy service to
26 consumers online shall clearly and conspicuously make

1 all disclosures for any services offered through
2 online enrollment before requiring the consumer to
3 enter any personal information other than zip code,
4 electric utility service territory, or type of service
5 sought.

6 (B) Notwithstanding any requirements in this
7 Section to the contrary, an alternative retail
8 electric supplier may secure consent from the consumer
9 to obtain customer-specific billing and usage
10 information for the sole purpose of determining and
11 pricing a product through a letter of agency or method
12 approved through an Illinois Commerce Commission
13 docket before making all disclosure for services
14 offered through online enrollment. It is a violation
15 of this Act for an alternative retail electric
16 supplier to use a consumer's utility account number to
17 execute or change a consumer's enrollment unless the
18 consumer expressly consents to that enrollment as
19 required by law.

20 (C) The enrollment website of the alternative
21 retail electric supplier shall, at a minimum, include:
22 (i) disclosure of all material terms and conditions of
23 the offer; (ii) a statement that electronic acceptance
24 of the terms and conditions is an agreement to
25 initiate service and begin enrollment; (iii) a
26 statement that the consumer shall review the contract

1 or contact the current supplier to learn if any early
2 termination fees are applicable; and (iv) an email
3 address and toll-free phone number of the alternative
4 retail electric supplier where the customer can
5 express a decision to rescind the contract.

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

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

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

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

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

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

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

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

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

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

8 (viii) for a fixed rate contract, a
9 side-by-side comparison of the current price and
10 the new price; for a variable rate contract or
11 time-of-use product in which the first month's
12 renewal price can be determined, a side-by-side
13 comparison of the current price and the price for
14 the first month of the new variable or time-of-use
15 price; or for a variable or time-of-use contract
16 based on a publicly available index, a
17 side-by-side comparison of the current formula and
18 the new formula; and

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

23 (C) An alternative retail electric supplier shall
24 not automatically renew a consumer's enrollment after
25 the current term of the contract expires when the
26 current term of the contract provides that the

1 consumer will be charged a fixed rate and the renewed
2 contract provides that the consumer will be charged a
3 variable rate, unless: (i) the alternative retail
4 electric supplier complies with subparagraphs (A) and
5 (B); and (ii) the customer expressly consents to the
6 contract renewal in writing or by electronic signature
7 at least 30 days, but no more than 60 days, before the
8 contract expires.

9 (C-5) An alternative retail electric supplier
10 shall not automatically renew a consumer's enrollment
11 after the current term of the contract expires when
12 the renewed contract provides that the consumer will
13 be charged a rate that is higher than the consumer's
14 current contract rate unless: (i) the alternative
15 retail electric supplier complies with subparagraphs
16 (A) and (B); and (ii) the customer expressly consents
17 to the contract renewal in writing or by electronic
18 signature at least 30 days, but no more than 60 days,
19 before the contract expires.

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

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

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

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

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

15 (11) An alternative retail electric supplier shall not
16 pay a commission or any other incentive-based compensation
17 to an agent who is engaged in in-person solicitation or
18 telemarketing on behalf of the alternative retail electric
19 supplier.

20 (12) An alternative retail electric supplier shall not
21 charge a rate that is more than 25% higher than the current
22 electric supply price to any residential or small
23 commercial retail customer at any time.

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. In this Section:

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) Marketing, offering, and provision of products or
11 services to customers ~~Solicitation.~~

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

25 (2) If any sales solicitation, agreement, contract, or
26 verification is translated into another language and

1 provided to a customer, all of the documents must be
2 provided to the customer in that other language.

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

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

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

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

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

26 (C) the alternative gas supplier's contact

1 information, including the address, phone number, and
2 website;

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

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

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

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

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

1 Commerce Commission's free website at
2 www.icc.illinois.gov/ags/consumereducation.aspx".

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

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

13 (6) An alternative gas supplier shall not pay a
14 commission or any other incentive-based compensation to a
15 salesperson who is engaged in in-person solicitation or
16 telemarketing on behalf of the alternative gas supplier.

17 (7) An alternative gas supplier shall not charge a
18 rate to a customer that is more than 25% higher than the
19 current monthly supply rate at any time.

20 (d) Customer Authorization. An alternative gas supplier
21 shall not submit or execute a change in a customer's selection
22 of a natural gas provider unless and until: (i) the
23 alternative gas supplier first discloses all material terms
24 and conditions of the offer to the customer; (ii) the
25 alternative gas supplier has obtained the customer's express
26 agreement to accept the offer after the disclosure of all

1 material terms and conditions of the offer; and (iii) the
2 alternative gas supplier has confirmed the request for a
3 change in accordance with one of the following procedures:

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

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

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

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

22 (D) Notwithstanding items (A) and (B) of this
23 paragraph (1), the letter of agency may be combined
24 with checks that contain only the required letter of
25 agency language prescribed in item (E) of this
26 paragraph (1) and the necessary information to make

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

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

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

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

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

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

26 (F) Letters of agency shall not suggest or require

1 that a customer take some action in order to retain the
2 customer's current natural gas provider.

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

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

1 established. All third-party verification methods shall
2 elicit, at a minimum, the following information:

3 (A) the identity of the customer;

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

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

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

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

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

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

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

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

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

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

1 at a minimum, the following information:

2 (A) the identity of the customer;

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

5 (C) confirmation that the person on the call wants
6 to make the provider change;

7 (D) the names of the providers affected by the
8 change;

9 (E) the service address of the service to be
10 switched; and

11 (F) 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.

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

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

1 (A) The Internet enrollment website shall, at a
2 minimum, include:

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

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

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

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

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

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

1 supplier shall provide the customer an enrollment
2 confirmation number.

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

8 Alternative gas suppliers must be in compliance with the
9 provisions of this subsection (d) within 90 days after April
10 10, 2009 (the effective date of Public Act 95-1051).

11 (e) Early Termination.

12 (1) Beginning January 1, 2020, consumers shall have
13 the right to terminate their contract with an alternative
14 gas supplier at any time without any termination fees or
15 penalties.

16 (2) In any agreement that contains an early
17 termination clause, an alternative gas supplier shall
18 provide the customer the opportunity to terminate the
19 agreement without any termination fee or penalty within 10
20 business days after the date of the first bill issued to
21 the customer for products or services provided by the
22 alternative gas supplier. The agreement shall disclose the
23 opportunity and provide a toll-free phone number that the
24 customer may call in order to terminate the agreement.

25 (f) The alternative gas supplier shall provide each
26 customer the opportunity to rescind its agreement without

1 penalty within 10 business days after the date on the gas
2 utility notice to the customer. The alternative gas supplier
3 shall disclose to the customer all of the following:

4 (1) that the gas utility shall send a notice
5 confirming the switch;

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

9 (3) that the customer may contact the gas utility or
10 the alternative gas supplier to rescind the switch within
11 10 business days; and

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

14 The alternative gas supplier disclosure shall be included
15 in its sales solicitations, contracts, and all applicable
16 sales verification scripts.

17 (f-5)(1) Beginning January 1, 2020, an alternative gas
18 supplier shall not sell or offer to sell any products or
19 services to a consumer pursuant to a contract in which the
20 contract automatically renews, unless an alternative gas
21 supplier provides to the consumer at the outset of the offer,
22 in addition to other disclosures required by law, a separate
23 written statement titled "Automatic Contract Renewal" that
24 clearly and conspicuously discloses in bold lettering in at
25 least 12-point font the terms and conditions of the automatic
26 contract renewal provision, including: (i) the estimated bill

1 cycle on which the initial contract term expires and a
2 statement that it could be later based on when the utility
3 accepts the initial enrollment; (ii) the estimated bill cycle
4 on which the new contract term begins and a statement that it
5 will immediately follow the last billing cycle of the current
6 term; (iii) the procedure to terminate the contract before the
7 new contract term applies; and (iv) the cancellation
8 procedure. If the alternative gas supplier sells or offers to
9 sell the products or services to a consumer during an
10 in-person solicitation or telemarketing solicitation, the
11 disclosures described in this paragraph (1) shall also be made
12 to the consumer verbally during the solicitation. Nothing in
13 this paragraph (1) shall be construed to apply to contracts
14 entered into before January 1, 2020.

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

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

26 (B) a statement in bold lettering, in at least

1 12-point font, that the contract will automatically renew
2 unless the customer cancels it;

3 (C) the billing cycle in which service under the
4 current term will expire;

5 (D) the billing cycle in which service under the new
6 term will begin;

7 (E) the process and options available to the consumer
8 to reject the new contract terms;

9 (F) the cancellation process if the consumer's
10 contract automatically renews before the consumer rejects
11 the new contract terms;

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

13 (H) for a fixed rate or flat bill contract, a
14 side-by-side comparison of the current fixed rate or flat
15 bill to the new fixed rate or flat bill; for a variable
16 rate contract or time-of-use product in which the first
17 month's renewal price can be determined, a side-by-side
18 comparison of the current price and the price for the
19 first month of the new variable or time-of-use price; or
20 for a variable or time-of-use contract based on a publicly
21 available index, a side-by-side comparison of the current
22 formula and the new formula; and

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

26 (3) An alternative gas supplier shall not automatically

1 renew a consumer's enrollment after the current term of the
2 contract expires when the current term of the contract
3 provides that the consumer will be charged a fixed rate and the
4 renewed contract provides that the consumer will be charged a
5 variable rate, unless: (i) the alternative gas supplier
6 complies with paragraphs (1) and (2); and (ii) the customer
7 expressly consents to the contract renewal in writing or by
8 electronic signature at least 30 days, but no more than 60
9 days, before the contract expires.

10 (3.5) An alternative gas supplier shall not automatically
11 renew a consumer's enrollment after the current term of the
12 contract expires when the renewed contract provides that the
13 consumer will be charged a rate that is higher than the
14 consumer's current contract rate unless: (i) the alternative
15 retail electric supplier complies with paragraphs (1) and (2);
16 and (ii) the customer expressly consents to the contract
17 renewal in writing or by electronic signature at least 30
18 days, but no more than 60 days, before the contract expires.

19 (4) An alternative gas supplier shall not submit a change
20 to a customer's gas service provider in violation of Section
21 19-116 of the Public Utilities Act.

22 (g) The provisions of this Section shall apply only to
23 alternative gas suppliers serving or seeking to serve
24 residential and small commercial customers and only to the
25 extent such alternative gas suppliers provide services to
26 residential and small commercial customers.

1 (h) Complaints may be filed with the Commission under this
2 Section by a consumer whose gas service has been provided by an
3 alternative retail gas supplier in a manner not in compliance
4 with this Section or by the Commission on its own motion when
5 it appears to the Commission that an alternative retail gas
6 supplier has provided service in a manner not in compliance
7 with this Section. If, after notice and hearing, the
8 Commission finds that an alternative retail gas supplier has
9 violated this Section, the Commission may in its discretion do
10 any one or more of the following:

11 (1) require the alternative retail gas supplier to
12 refund to the consumer charges collected in excess of
13 those that would have been charged by the consumer's
14 authorized gas service provider;

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

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

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

26 (5) for a pattern of violation of this Section or for

1 violations that continue after a cease and desist order,
2 revoke the alternative retail gas supplier's certificate
3 of service authority.

4 (Source: P.A. 101-590, eff. 1-1-20; 102-558, eff. 8-20-21;
5 102-958, eff. 1-1-23; revised 6-26-25.)