

HB4468



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

HB4468

Introduced 1/20/2026, by Rep. Hoan Huynh

SYNOPSIS AS INTRODUCED:

815 ILCS 601/5
815 ILCS 601/10

Amends the Automatic Contract Renewal Act. Provides that any person, firm, partnership, association, or corporation that sells or offers to sell any products or services to a consumer pursuant to a contract, where such contract automatically renews unless the consumer cancels the contract, shall provide a simple cancellation mechanism to the consumer.

LRB104 15286 SPS 28440 b

A BILL FOR

1 AN ACT concerning business.

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

4 Section 5. The Automatic Contract Renewal Act is amended
5 by changing Sections 5 and 10 as follows:

6 (815 ILCS 601/5)

7 Sec. 5. Definitions. In this Act:

8 "Automatic renewal offer terms" means the following clear
9 and conspicuous disclosures:

10 (1) that the paid subscription or purchasing agreement
11 will continue until the consumer cancels;

12 (2) the timeframe in which the consumer must cancel in
13 order to avoid being charged for a subsequent term;

14 (3) the recurring charges that will be charged to the
15 consumer's credit or debit card or payment account with a
16 third party as part of the automatic renewal contract, and
17 that the amount of the charge may change, if that is the
18 case, and the amount to which the charge will change, if
19 known;

20 (4) the length of the automatic renewal term or that
21 the service is continuous, unless the length of the term
22 is chosen by the consumer; and

23 (5) the minimum purchase obligation, if any.

1 "Clear and conspicuous" means in larger type than the
2 surrounding text, or in contrasting type, font, or color to
3 the surrounding text of the same size, or set off from the
4 surrounding text of the same size by symbols or other marks, in
5 a manner that clearly calls attention to the language. In the
6 case of an audio disclosure, "clear and conspicuous" means in
7 a volume and cadence sufficient to be readily audible and
8 understandable.

9 "Contract" means a written agreement between 2 or more
10 parties.

11 "Parties" includes individuals and other legal entities,
12 but does not include the federal government, this State or
13 another state, or a unit of local government.

14 "Simple cancellation mechanism" means a mechanism that:
15 (1) immediately stops recurring charges; (2) is as simple to
16 use as the mechanism the consumer used to consent to the
17 negative option features of a contract; and (3) is readily
18 accessible through the same medium the consumer used to
19 provide that consent.

20 (Source: P.A. 102-558, eff. 8-20-21; 103-70, eff. 1-1-24.)

21 (815 ILCS 601/10)

22 Sec. 10. Automatic renewal; requirements.

23 (a) Any person, firm, partnership, association, or
24 corporation that sells or offers to sell any products or
25 services to a consumer pursuant to a contract, where such

1 contract automatically renews unless the consumer cancels the
2 contract, shall:

3 (i) disclose the automatic renewal offer terms clearly
4 and conspicuously in the contract before the subscription
5 or purchasing agreement is fulfilled and in visual
6 proximity, or in the case of an offer conveyed by voice, in
7 temporal proximity, to the request for consent to the
8 offer;

9 (ii) not charge the consumer's credit or debit card or
10 other payment mechanism for an automatic renewal service
11 without first obtaining the consumer's consent to the
12 contract containing the automatic renewal offer terms;

13 (iii) provide an acknowledgment that includes the
14 automatic renewal offer terms, cancellation policy, and
15 information regarding how to cancel, which may be
16 accomplished by linking to a resource that provides
17 instructions that account for different platforms and
18 services, in a manner that is capable of being retained by
19 the consumer; and

20 (iv) if the offer includes a free gift or trial,
21 disclose how to cancel the contract, which may be
22 accomplished by linking to a resource that provides
23 instructions that account for different platforms and
24 services, and allow the consumer to cancel before the
25 consumer pays for the good or services.

26 (a-5) Any person, firm, partnership, association, or

1 corporation that sells or offers to sell any products or
2 services to a consumer pursuant to a contract that includes a
3 free trial or a promotional period of the product or service
4 that lasts 15 days or longer, where such contract
5 automatically renews unless the consumer cancels the contract,
6 shall notify the consumer during the free trial or the
7 promotional period no less than 3 days before the cancellation
8 deadline as described by the automatic renewal offer terms.
9 The person, firm, partnership, association, or corporation
10 shall send the notice in a method in which the consumer is
11 accustomed to interacting with the person, firm, partnership,
12 association, or corporation.

13 (b) Any person, firm, partnership, association, or
14 corporation that sells or offers to sell any products or
15 services to a consumer pursuant to a contract, where such
16 contract term is a specified term of 12 months or more, and
17 where such contract automatically renews for a specified term
18 of more than one month unless the consumer cancels the
19 contract, shall notify the consumer in writing of the
20 automatic renewal. Written notice shall be provided to the
21 consumer no less than 30 days and no more than 60 days before
22 the cancellation deadline pursuant to the automatic renewal
23 offer terms. Such written notice shall disclose clearly and
24 conspicuously, in a retainable form:

25 (i) that unless the consumer cancels the contract it
26 will automatically renew;

1 (ii) a mechanism for cancelling the contract, which
2 shall be offered in a manner in which the consumer
3 commonly interacts with the business; and

4 (iii) the deadline by which the consumer must cancel
5 in order to avoid being charged for a subsequent term.

6 (b-5) A person, firm, partnership, association, or
7 corporation that makes an automatic renewal offer or
8 continuous service offer online shall provide a toll-free
9 telephone number, electronic mail address, a postal address if
10 the seller directly bills the consumer, or another
11 cost-effective, timely, and easy-to-use mechanism for
12 cancellation that shall be described in the notice required in
13 subsection (b). A consumer who accepts an automatic renewal or
14 continuous service offer online must be allowed to terminate
15 the automatic renewal or continuous service exclusively
16 online, which may include a termination email formatted and
17 provided by the business that a consumer can send to the
18 business without additional information, or a link to a
19 website or other online service consumers can use to cancel.

20 (b-10) Any person, firm, partnership, association, or
21 corporation that sells or offers to sell any products or
22 services to a consumer pursuant to a contract, where such
23 contract automatically renews unless the consumer cancels the
24 contract, shall provide a simple cancellation mechanism to the
25 consumer.

26 (c) A person, firm, partnership, association, or

1 corporation will not be liable for a violation of this Act or
2 the Consumer Fraud and Deceptive Business Practices Act if
3 such person, firm, partnership, association, or corporation
4 demonstrates that, as part of its routine business practice:

5 (i) it has established and implemented written
6 procedures to comply with this Act and enforces compliance
7 with the procedures;

8 (ii) any failure to comply with this Act is the result
9 of error; and

10 (iii) where an error has caused a failure to comply
11 with this Act, it provides a full refund or credit for all
12 amounts billed to or paid by the consumer from the date of
13 the renewal until the date of the termination of the
14 account, or the date of the subsequent notice of renewal,
15 whichever occurs first.

16 (Source: P.A. 102-517, eff. 1-1-22; 103-70, eff. 1-1-24;
17 103-919, eff. 1-1-25.)