

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 Section 22-501 and by adding Section 22-504 as follows:

6 (220 ILCS 5/22-501)

7 Sec. 22-501. Customer service and privacy protection. All  
8 cable or video providers in this State shall comply with the  
9 following customer service requirements and privacy  
10 protections. The provisions of this Act shall not apply to an  
11 incumbent cable operator prior to January 1, 2008. For  
12 purposes of this paragraph, an incumbent cable operator means  
13 a person or entity that provided cable services in a  
14 particular area under a franchise agreement with a local unit  
15 of government pursuant to Section 11-42-11 of the Illinois  
16 Municipal Code or Section 5-1095 of the Counties Code on  
17 January 1, 2007. A master antenna television, satellite master  
18 antenna television, direct broadcast satellite, multipoint  
19 distribution service, and other provider of video programming  
20 shall only be subject to the provisions of this Article to the  
21 extent permitted by federal law.

22 The following definitions apply to the terms used in this  
23 Article:

1 "Basic cable or video service" means any service offering  
2 or tier that includes the retransmission of local television  
3 broadcast signals.

4 "Cable or video provider" means any person or entity  
5 providing cable service or video service pursuant to  
6 authorization under (i) the Cable and Video Competition Law of  
7 2007; (ii) Section 11-42-11 of the Illinois Municipal Code;  
8 (iii) Section 5-1095 of the Counties Code; or (iv) a master  
9 antenna television, satellite master antenna television,  
10 direct broadcast satellite, multipoint distribution services,  
11 and other providers of video programming, whatever their  
12 technology. A cable or video provider shall not include a  
13 landlord providing only broadcast video programming to a  
14 single-family home or other residential dwelling consisting of  
15 4 units or less.

16 "Franchise" has the same meaning as found in 47 U.S.C.  
17 522(9).

18 "Local unit of government" means a city, village,  
19 incorporated town, or a county.

20 "Long-form content" means a film, show, or other video  
21 programming that is the primary material a user of a video  
22 streaming service consumes on the platform of that service.

23 "Normal business hours" means those hours during which  
24 most similar businesses in the geographic area of the local  
25 unit of government are open to serve customers. In all cases,  
26 "normal business hours" must include some evening hours at

1 least one night per week or some weekend hours.

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

14 "Normalization" means adjusting the audio of short-form  
15 content by measuring and scaling the average loudness of the  
16 audio to match the target loudness of the audio of the  
17 accompanying long-form content distributed by a video  
18 streaming service or third-party advertising manager  
19 consistent with established industry standards, such as the  
20 Advanced Television Systems Committee's Recommended Practice  
21 A/85, Techniques for Establishing and Maintaining Audio  
22 Loudness for Digital Television.

23 "Service interruption" means the loss of picture or sound  
24 on one or more cable service or video service on one or more  
25 cable or video channels.

26 "Service line drop" means the point of connection between

1 a premises and the cable or video network that enables the  
2 premises to receive cable service or video service.

3 "Short-form content" means commercial advertising,  
4 promotional, and public service-related video programming that  
5 is interspersed in long-form content on a video streaming  
6 service.

7 "Third-party advertising manager" means an entity that  
8 manages the distribution of short-form content on a video  
9 streaming service and can adjust the loudness of such  
10 short-form content.

11 "Video programming" has the meaning given to that term in  
12 Section 613(h) of Title 47 of the United States Code.

13 "Video streaming service" means an entity that makes  
14 available directly to the consumer, through a distribution  
15 method that uses Internet protocol, either of the following:  
16 (1) video programming or (2) video content the entity makes  
17 available for users to view. "Video streaming service" does  
18 not include a cable or video provider, an entity that serves  
19 video programming or video content without commercial  
20 advertisements, or a website or application that does not  
21 stream video programming to consumers as its primary purpose.

22 (a) General customer service standards:

23 (1) Cable or video providers shall establish general  
24 standards related to customer service, which shall  
25 include, but not be limited to, installation,  
26 disconnection, service and repair obligations; appointment

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

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

1 shall provide this information upon request.

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

21 (b) General customer service obligations:

22 (1) Cable or video providers shall render reasonably  
23 efficient service, promptly make repairs, and interrupt  
24 service only as necessary and for good cause, during  
25 periods of minimum use of the system and for no more than  
26 24 hours.

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

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

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

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

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

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

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

15 (c) Bills, payment, and termination:

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

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

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

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

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

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

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

24 (7) Any service terminated by a cable or video  
25 provider without good cause shall be restored without any  
26 reconnection fee, charge, or penalty; good cause for

1 termination includes, but is not limited to, failure to  
2 pay a bill by the date specified in the notice of impending  
3 termination, payment by check for which there are  
4 insufficient funds, theft of service, abuse of equipment  
5 or personnel, or other similar subscriber actions.

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

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

1 penalties on the customer for disconnecting service,  
2 including, but not limited to, any installation charge or  
3 the imposition of an early termination charge, except the  
4 cable or video provider may impose a charge or fee to  
5 offset any rebates or credits received by the customer and  
6 may impose monthly service or maintenance charges,  
7 including pay-per-view and premium services charges,  
8 during such 30-day period.

9 (d) Response to customer inquiries:

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

1 the rights and remedies available to customers to enforce  
2 the terms of this Article, including the customer's rights  
3 to have the complaint reviewed by the local unit of  
4 government, to request mediation, and to review in a court  
5 of competent jurisdiction.

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

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

20 (4) If the cable or video provider receives notice  
21 that an unsafe condition exists with respect to its  
22 equipment, it shall investigate such condition immediately  
23 and shall take such measures as are necessary to remove or  
24 eliminate the unsafe condition. The cable or video  
25 provider shall inform the local unit of government  
26 promptly, but no later than 2 hours after it receives

1 notification of an unsafe condition that it has not  
2 remedied.

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

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

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

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

26 (2) Excluding conditions beyond the control of the

1 cable or video providers, the cable or video providers  
2 will begin working on "service interruptions" promptly and  
3 in no event later than 24 hours after the interruption is  
4 reported by the customer or otherwise becomes known to the  
5 cable or video providers. Cable or video providers must  
6 begin actions to correct other service problems the next  
7 business day after notification of the service problem and  
8 correct the problem.

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

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

1 (f) Public benefit obligation:

2 (1) All cable or video providers offering service  
3 pursuant to the Cable and Video Competition Law of 2007,  
4 the Illinois Municipal Code, or the Counties Code shall  
5 provide a free service line drop and free basic service to  
6 all current and future public buildings within their  
7 footprint, including, but not limited to, all local unit  
8 of government buildings, public libraries, and public  
9 primary and secondary schools, whether owned or leased by  
10 that local unit of government ("eligible buildings"). Such  
11 service shall be used in a manner consistent with the  
12 government purpose for the eligible building and shall not  
13 be resold.

14 (2) This obligation only applies to those cable or  
15 video service providers whose cable service or video  
16 service systems pass eligible buildings and its cable or  
17 video service is generally available to residential  
18 subscribers in the same local unit of government in which  
19 the eligible building is located. The burden of providing  
20 such service at each eligible building shall be shared by  
21 all cable and video providers whose systems pass the  
22 eligible buildings in an equitable and competitively  
23 neutral manner, and nothing herein shall require  
24 duplicative installations by more than one cable or video  
25 provider at each eligible building. Cable or video  
26 providers operating in a local unit of government shall

1 meet as necessary and determine who will provide service  
2 to eligible buildings under this subsection (f). If the  
3 cable or video providers are unable to reach an agreement,  
4 they shall meet with the local unit of government, which  
5 shall determine which cable or video providers will serve  
6 each eligible building. The local unit of government shall  
7 bear the costs of any inside wiring or video equipment  
8 costs not ordinarily provided as part of the cable or  
9 video provider's basic offering.

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

21 (h) To the extent consistent with federal law, cable or  
22 video providers shall offer the lowest-cost basic cable or  
23 video service as a stand-alone service to residential  
24 customers at reasonable rates. Cable or video providers shall  
25 not require the subscription to any service other than the  
26 lowest-cost basic service or to any telecommunications or

1 information service, as a condition of access to cable or  
2 video service, including programming offered on a per channel  
3 or per program basis. Cable or video providers shall not  
4 discriminate between subscribers to the lowest-cost basic  
5 service, subscribers to other cable services or video  
6 services, and other subscribers with regard to the rates  
7 charged for cable or video programming offered on a per  
8 channel or per program basis.

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

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

23 (k) To the extent consistent with federal law, cable or  
24 video providers shall not charge a subscriber for any service  
25 or equipment that the subscriber has not affirmatively  
26 requested or affirmatively agreed to by name. For purposes of

1 this subsection (k), a subscriber's failure to refuse a cable  
2 or video provider's proposal to provide service or equipment  
3 shall not be deemed to be an affirmative request for such  
4 service or equipment.

5 (l) No contract or service agreement containing an early  
6 termination clause offering residential cable or video  
7 services or any bundle including such services shall be for a  
8 term longer than 2 years. Any contract or service offering  
9 with a term of service that contains an early termination fee  
10 shall limit the early termination fee to not more than the  
11 value of any additional goods or services provided with the  
12 cable or video services, the amount of the discount reflected  
13 in the price for cable services or video services for the  
14 period during which the consumer benefited from the discount,  
15 or a declining fee based on the remainder of the contract term.

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

25 (n) (1) To the extent consistent with federal law, cable or  
26 video providers shall comply with the provisions of 47 U.S.C.

1 532(h) and (j). The cable or video providers shall not  
2 exercise any editorial control over any video programming  
3 provided pursuant to this Section, or in any other way  
4 consider the content of such programming, except that a cable  
5 or video provider may refuse to transmit any leased access  
6 program or portion of a leased access program that contains  
7 obscenity, indecency, or nudity and may consider such content  
8 to the minimum extent necessary to establish a reasonable  
9 price for the commercial use of designated channel capacity by  
10 an unaffiliated person. This subsection (n) shall permit cable  
11 or video providers to enforce prospectively a written and  
12 published policy of prohibiting programming that the cable or  
13 video provider reasonably believes describes or depicts sexual  
14 or excretory activities or organs in a patently offensive  
15 manner as measured by contemporary community standards.

16 (2) Upon customer request, the cable or video provider  
17 shall, without charge, fully scramble or otherwise fully  
18 block the audio and video programming of each channel  
19 carrying such programming so that a person who is not a  
20 subscriber does not receive the channel or programming.

21 (3) In providing sexually explicit adult programming  
22 or other programming that is indecent on any channel of  
23 its service primarily dedicated to sexually oriented  
24 programming, the cable or video provider shall fully  
25 scramble or otherwise fully block the video and audio  
26 portion of such channel so that a person who is not a

1 subscriber to such channel or programming does not receive  
2 it.

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

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

13 (p) Cable or video providers shall not disclose the name,  
14 address, telephone number or other personally identifying  
15 information of a cable service or video service customer to be  
16 used in mailing lists or to be used for other commercial  
17 purposes not reasonably related to the conduct of its business  
18 unless the cable or video provider has provided to the  
19 customer a notice, separately or included in any other  
20 customer service notice, that clearly and conspicuously  
21 describes the customer's ability to prohibit the disclosure.  
22 Cable or video providers shall provide an address and  
23 telephone number for a customer to use without a toll charge to  
24 prevent disclosure of the customer's name and address in  
25 mailing lists or for other commercial purposes not reasonably  
26 related to the conduct of its business to other businesses or

1 affiliates of the cable or video provider. Cable or video  
2 providers shall comply with the consumer privacy requirements  
3 of Section 26-4.5 of the Criminal Code of 2012, the Restricted  
4 Call Registry Act, and 47 U.S.C. 551 that are in effect as of  
5 June 30, 2007 (the effective date of Public Act 95-9) and as  
6 amended thereafter.

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

21 (r) The Attorney General and the local unit of government  
22 may enforce all of the customer service and privacy protection  
23 standards of this Section with respect to complaints received  
24 from residents within the local unit of government's  
25 jurisdiction, but it may not adopt or seek to enforce any  
26 additional or different customer service or performance

1 standards under any other authority or provision of law.

2 (1) The local unit of government may, by ordinance,  
3 provide a schedule of penalties for any material breach of  
4 this Section by cable or video providers in addition to  
5 the penalties provided herein. No monetary penalties shall  
6 be assessed for a material breach if it is out of the  
7 reasonable control of the cable or video providers or its  
8 affiliate. Monetary penalties adopted in an ordinance  
9 pursuant to this Section shall apply on a competitively  
10 neutral basis to all providers of cable service or video  
11 service within the local unit of government's  
12 jurisdiction. In no event shall the penalties imposed  
13 under this subsection (r) exceed \$750 for each day of the  
14 material breach, and these penalties shall not exceed  
15 \$25,000 for each occurrence of a material breach per  
16 customer.

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

26 (3) A material breach, for the purposes of assessing

1 penalties, shall be deemed to have occurred for each day  
2 that a material breach has not been remedied by the cable  
3 service or video service provider after the expiration of  
4 the period specified in subdivision (2) of this subsection  
5 (r) in each local unit of government's jurisdiction,  
6 irrespective of the number of customers affected.

7 (4) Any customer, the Attorney General, or a local  
8 unit of government may pursue alleged violations of this  
9 Act by the cable or video provider in a court of competent  
10 jurisdiction. A cable or video provider may seek judicial  
11 review of a decision of a local unit of government  
12 imposing penalties in a court of competent jurisdiction.  
13 No local unit of government shall be subject to suit for  
14 damages or other relief based upon its action in  
15 connection with its enforcement or review of any of the  
16 terms, conditions, and rights contained in this Act except  
17 a court may require the return of any penalty it finds was  
18 not properly assessed or imposed.

19 (s) Cable or video providers shall credit customers for  
20 violations in the amounts stated herein. The credits shall be  
21 applied on the statement issued to the customer for the next  
22 monthly billing cycle following the violation or following the  
23 discovery of the violation. Cable or video providers are  
24 responsible for providing the credits described herein and the  
25 customer is under no obligation to request the credit. If the  
26 customer is no longer taking service from the cable or video

1 provider, the credit amount will be refunded to the customer  
2 by check within 30 days of the termination of service. A local  
3 unit of government may, by ordinance, adopt a schedule of  
4 credits payable directly to customers for breach of the  
5 customer service standards and obligations contained in this  
6 Article, provided the schedule of customer credits applies on  
7 a competitively neutral basis to all providers of cable  
8 service or video service in the local unit of government's  
9 jurisdiction and the credits are not greater than the credits  
10 provided in this Section.

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

14 (2) Violation of customer service and billing  
15 standards in subsections (c) and (d) of this Section:  
16 \$25.00 per occurrence.

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

19 (t) The enforcement powers granted to the Attorney General  
20 in Article XXI of this Act shall apply to this Article, except  
21 that the Attorney General may not seek penalties for violation  
22 of this Article other than in the amounts specified herein.  
23 Nothing in this Section shall limit or affect the powers of the  
24 Attorney General to enforce the provisions of Article XXI of  
25 this Act or the Consumer Fraud and Deceptive Business  
26 Practices Act.

1 (u) This Article applies to all cable and video providers  
2 in the State, including but not limited to those operating  
3 under a local franchise as that term is used in 47 U.S.C.  
4 522(9), those operating under authorization pursuant to  
5 Section 11-42-11 of the Illinois Municipal Code, those  
6 operating under authorization pursuant to Section 5-1095 of  
7 the Counties Code, and those operating under a State-issued  
8 authorization pursuant to Article XXI of this Act.

9 (Source: P.A. 97-1108, eff. 1-1-13; 97-1150, eff. 1-25-13;  
10 98-45, eff. 6-28-13.)

11 (220 ILCS 5/22-504 new)

12 Sec. 22-504. Volume of commercial advertisements.

13 (a) On and after July 1, 2027, a video streaming service or  
14 third-party advertising manager that serves consumers residing  
15 in the State shall exercise reasonable care in normalizing the  
16 audio of short-form content so that the audio is not  
17 transmitted at a louder volume than the audio of the  
18 accompanying long-form content, consistent with the  
19 regulations adopted by the Federal Communications Commission  
20 pursuant to the Commercial Advertisement Loudness Mitigation  
21 (CALM) Act (Public Law 111-311) for television broadcast  
22 stations, cable operators, and other video programming  
23 distributors. There shall be a rebuttable presumption that a  
24 video streaming service or third-party advertising manager  
25 that maintains processes to require that the audio of

1 short-form content not be louder than the audio of the  
2 accompanying long-form content that are similar to processes  
3 employed by the video streaming service or third-party  
4 advertising manager to comply with the CALM Act (Public Law  
5 111-311) is exercising reasonable care.

6 (b) A video streaming service or third-party advertising  
7 manager that engages in normalization shall be deemed in  
8 compliance with this Section.

9 (c) A video streaming service that engages a third-party  
10 advertising manager to solely control the loudness of the  
11 audio of short-form content on the video streaming service  
12 shall not be liable under subsection (a) for short-form  
13 content distributed by the third-party advertising manager on  
14 the video streaming service if the video streaming service  
15 enters into a written agreement with the third-party  
16 advertising manager that requires the audio of short-form  
17 content distributed by the third-party advertising manager to  
18 not be louder than the target loudness of the audio of the  
19 accompanying long-form content distributed by the video  
20 streaming service, consistent with established industry  
21 standards.

22 (d) This Section does not create a private right of  
23 action. The Attorney General shall have exclusive authority to  
24 enforce the provisions of this Section.

25 (e) For purposes of this Section, the distribution of an  
26 individually identifiable piece of short-form content within a

1 30-day period after the first distribution of the content in  
2 violation of this Section constitutes a single violation,  
3 regardless of how many individual consumers receive a  
4 transmission of such content.

5 (f) Before initiating any action under this Section, the  
6 Attorney General shall provide a video streaming service or  
7 third-party advertising manager written notice of an alleged  
8 violation. If, within 45 days after receipt of the notice, the  
9 video streaming service or third-party advertising manager  
10 cures the alleged violation by either (i) ceasing to  
11 distribute the individually identifiable piece of short-form  
12 content or (ii) normalizing the audio of the individually  
13 identifiable piece of short-form content for all subsequent  
14 distributions of the content, the video streaming service or  
15 third-party advertising manager shall not be liable for the  
16 alleged violation cured pursuant to this Section.