

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 1. This Act may be referred to as the Home Energy  
5 Affordability and Transparency (HEAT) Act.

6 Section 5. The Public Utilities Act is amended by changing  
7 Sections 16-115A, 16-118, 16-123, 19-115, 19-130, 19-135, and  
8 20-110 and by adding Sections 16-115E and 19-116 as follows:

9 (220 ILCS 5/16-115A)

10 Sec. 16-115A. Obligations of alternative retail electric  
11 suppliers.

12 (a) An alternative retail electric supplier ~~shall~~:

13 (i) shall comply with the requirements imposed on  
14 public utilities by Sections 8-201 through 8-207, 8-301,  
15 8-505 and 8-507 of this Act, to the extent that these  
16 Sections have application to the services being offered by  
17 the alternative retail electric supplier; ~~and~~

18 (ii) shall continue to comply with the requirements for  
19 certification stated in subsection (d) of Section 16-115; ~~i-~~

20 (iii) beginning January 1, 2020 and every January 1  
21 thereafter, shall submit to the Commission and the Office  
22 of the Attorney General the rates the retail electric

1 supplier charged to residential customers in the prior  
2 year, including each distinct rate charged and whether the  
3 rate was a fixed or variable rate, the basis for the  
4 variable rate, and any fees charged in addition to the  
5 supply rate, including monthly fees, flat fees, or other  
6 service charges; and

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

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

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

1 supplier and a retail customer that sets a term of service,  
2 notice period for terminating service and provisions governing  
3 early termination through a tariff or contract as allowed by  
4 Section 16-119.

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

8 (1) deny service to a customer or group of customers  
9 nor establish any differences as to prices, terms,  
10 conditions, services, products, facilities, or in any  
11 other respect, whereby such denial or differences are based  
12 upon race, gender or income, except as provided in Section  
13 16-115E.

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

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

22 (i) All ~~Any~~ marketing materials, including, but not  
23 limited to, electronic marketing materials, in-person  
24 solicitations, and telephone solicitations, ~~which make~~  
25 statements concerning prices, terms and conditions of  
26 service shall contain information that adequately

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

17 "(Name of the alternative retail electric  
18 supplier) is not the same entity as your electric  
19 delivery company. You are not required to enroll with  
20 (name of alternative retail electric supplier).  
21 Beginning on (effective date), the electric supply  
22 price to compare is (price in cents per kilowatt hour).  
23 The electric utility electric supply price will expire  
24 on (expiration date). The utility electric supply  
25 price to compare does not include the purchased  
26 electricity adjustment factor that may range between

1           +.5 cents and -.5 cents per kilowatt hour. For more  
2           information go to the Illinois Commerce Commission's  
3           free website at [www.pluginillinois.org](http://www.pluginillinois.org)."

4           This paragraph (i) does not apply to goodwill or  
5           institutional advertising.

6           (ii) Before any customer is switched from another  
7           supplier, the alternative retail electric supplier shall  
8           give the customer written information that adequately  
9           discloses, in plain language, the prices, terms and  
10          conditions of the products and services being offered and  
11          sold to the customer. This written information shall be  
12          provided in a language in which the customer subject to the  
13          marketing or solicitation is able to understand and  
14          communicate, and the alternative retail electric supplier  
15          shall comply with Section 2N of the Consumer Fraud and  
16          Deceptive Business Practices Act.

17          (iii) An alternative retail electric supplier shall  
18          provide documentation to the Commission and to customers  
19          that substantiates any claims made by the alternative  
20          retail electric supplier regarding the technologies and  
21          fuel types used to generate the electricity offered or sold  
22          to customers.

23          (iv) The alternative retail electric supplier shall  
24          provide to the customer (1) itemized billing statements  
25          that describe the products and services provided to the  
26          customer and their prices, and (2) an additional statement,

1 at least annually, that adequately discloses the average  
2 monthly prices, and the terms and conditions, of the  
3 products and services sold to the customer.

4 (v) All solicitations shall be conducted in,  
5 translated into, and provided in a language in which the  
6 customer subject to the marketing or solicitation is able  
7 to understand and communicate. An alternative retail  
8 electric supplier shall not solicit an enrollment of or  
9 enroll any customer if the alternative retail electric  
10 supplier is unable to communicate and provide marketing  
11 materials in a language in which the customer subject to  
12 the marketing or solicitation is able to understand and  
13 communicate.

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

26 (g) Nothing in this Section shall be construed as

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

10 (Source: P.A. 90-561, eff. 12-16-97.)

11 (220 ILCS 5/16-115E new)

12 Sec. 16-115E. Alternative retail electric supplier utility  
13 assistance recipient.

14 (a) Beginning January 1, 2020, an alternative retail  
15 electric supplier shall not knowingly submit an enrollment to  
16 change a customer's electric supply service if the electric  
17 utility's records indicate that the customer received  
18 financial assistance in the last 12 months from either the Low  
19 Income Home Energy Assistance Program or, at the time of  
20 enrollment, is participating in the Percentage of Income  
21 Payment Plan, unless: (1) the customer's change in electric  
22 supply service is pursuant to a government aggregation program  
23 adopted in accordance with Section 1-92 of the Illinois Power  
24 Agency Act; or (2) the customer's change in electric supply  
25 service is pursuant to a Commission-approved savings guarantee

1 plan as described in subsection (b).

2 (b) Beginning July 1, 2020, an alternative retail electric  
3 supplier may apply to the Commission to offer a savings  
4 guarantee plan to recipients of the Low Income Home Energy  
5 Assistance Program or Percentage of Income Payment Plan  
6 funding. The Commission shall initiate a public, docketed  
7 proceeding to consider whether or not to approve an alternative  
8 retail electric supplier's application to offer a savings  
9 guarantee plan. At a minimum, the savings guarantee plan shall  
10 charge customers for electric supply less than the amount  
11 charged by the electric utility for electric supply. The  
12 Commission shall adopt rules to implement this subsection (b).

13 (c) An agreement entered into between an alternative retail  
14 electric supplier and a consumer who either received financial  
15 assistance in the last 12 months from the Low Income Home  
16 Energy Assistance Program or, at the time of enrollment, is  
17 participating in the Percentage of Income Payment Plan in  
18 violation of this Section is void and unenforceable. Before the  
19 electric utility executes a change in a customer's electric  
20 supplier, other than a change pursuant to a government  
21 aggregation program adopted in accordance with Section 1-92 of  
22 the Illinois Power Agency or pursuant to a Commission-approved  
23 savings guarantee plan as described in subsection (b), the  
24 electric utility shall confirm at the time of the request  
25 whether its records indicate that the customer either received  
26 financial assistance within the preceding 12 months from the



1 Low Income Home Energy Assistance Program or, at the time of  
2 enrollment, is participating in the Percentage of Income  
3 Payment Plan and, if its records so indicate, shall reject the  
4 change request. Absent willful or wanton misconduct, no  
5 electric utility shall be held liable for any error in acting  
6 or failing to act pursuant to this Section.

7 (220 ILCS 5/16-118)

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

10 (a) It is in the best interest of Illinois energy consumers  
11 to promote fair and open competition in the provision of  
12 electric power and energy and to prevent anticompetitive  
13 practices in the provision of electric power and energy.  
14 Therefore, to the extent an electric utility provides electric  
15 power and energy or delivery services to alternative retail  
16 electric suppliers and such services are not subject to the  
17 jurisdiction of the Federal Energy Regulatory Commission, and  
18 are not competitive services, they shall be provided through  
19 tariffs that are filed with the Commission, pursuant to Article  
20 IX of this Act. Each electric utility shall permit alternative  
21 retail electric suppliers to interconnect facilities to those  
22 owned by the utility provided they meet established standards  
23 for such interconnection, and may provide standby or other  
24 services to alternative retail electric suppliers. The  
25 alternative retail electric supplier shall sign a contract

1 setting forth the prices, terms and conditions for  
2 interconnection with the electric utility and the prices, terms  
3 and conditions for services provided by the electric utility to  
4 the alternative retail electric supplier in connection with the  
5 delivery by the electric utility of electric power and energy  
6 supplied by the alternative retail electric supplier.

7 (b) An electric utility shall file a tariff pursuant to  
8 Article IX of the Act that would allow alternative retail  
9 electric suppliers or electric utilities other than the  
10 electric utility in whose service area retail customers are  
11 located to issue single bills to the retail customers for both  
12 the services provided by such alternative retail electric  
13 supplier or other electric utility and the delivery services  
14 provided by the electric utility to such customers. The tariff  
15 filed pursuant to this subsection shall (i) require partial  
16 payments made by retail customers to be credited first to the  
17 electric utility's tariffed services, (ii) impose commercially  
18 reasonable terms with respect to credit and collection,  
19 including requests for deposits, (iii) retain the electric  
20 utility's right to disconnect the retail customers, if it does  
21 not receive payment for its tariffed services, in the same  
22 manner that it would be permitted to if it had billed for the  
23 services itself, and (iv) require the alternative retail  
24 electric supplier or other electric utility that elects the  
25 billing option provided by this tariff to include on each bill  
26 to retail customers an identification of the electric utility

1 providing the delivery services and a listing of the charges  
2 applicable to such services. The tariff filed pursuant to this  
3 subsection may also include other just and reasonable terms and  
4 conditions. In addition, an electric utility, an alternative  
5 retail electric supplier or electric utility other than the  
6 electric utility in whose service area the customer is located,  
7 and a customer served by such alternative retail electric  
8 supplier or other electric utility, may enter into an agreement  
9 pursuant to which the alternative retail electric supplier or  
10 other electric utility pays the charges specified in Section  
11 16-108, or other customer-related charges, including taxes and  
12 fees, in lieu of such charges being recovered by the electric  
13 utility directly from the customer.

14 (c) An electric utility with more than 100,000 customers  
15 shall file a tariff pursuant to Article IX of this Act that  
16 provides alternative retail electric suppliers, and electric  
17 utilities other than the electric utility in whose service area  
18 the retail customers are located, with the option to have the  
19 electric utility purchase their receivables for power and  
20 energy service provided to residential retail customers and  
21 non-residential retail customers with a non-coincident peak  
22 demand of less than 400 kilowatts. Receivables for power and  
23 energy service of alternative retail electric suppliers or  
24 electric utilities other than the electric utility in whose  
25 service area the retail customers are located shall be  
26 purchased by the electric utility at a just and reasonable

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

26 (d) An electric utility with more than 100,000 customers

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

25 (e) An electric utility with more than 100,000 customers in  
26 this State shall file a tariff pursuant to Article IX of this

1 Act that provides alternative retail electric suppliers, and  
2 electric utilities other than the electric utility in whose  
3 service area the retail customers are located, with the option  
4 to have the electric utility purchase 2 billing cycles worth of  
5 uncollectible receivables for power and energy service  
6 provided to residential retail customers and to  
7 non-residential retail customers with a non-coincident peak  
8 demand of less than 400 kilowatts upon returning that customer  
9 to that electric utility for delivery and energy service after  
10 that alternative retail electric supplier, 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, or  
15 electric utilities other than the electric utility in whose  
16 service area the retail customers are located, shall be  
17 purchased by the electric utility at a just and reasonable  
18 discount rate to be reviewed and approved by the Commission,  
19 after notice and hearing. The discount rate shall be based on  
20 the electric utility's historical bad debt for receivables that  
21 are outstanding for a similar length of time and any reasonable  
22 start-up costs and administrative costs associated with the  
23 electric utility's purchase of receivables. The discounted  
24 rate for purchase of uncollectible receivables shall be  
25 included in the tariff filed pursuant to this subsection (e).  
26 The electric utility retains the right to impose the same terms

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

18 (f) Every alternative retail electric supplier or electric  
19 utility other than the electric utility in whose service area  
20 retail customers are located that issues single bills to the  
21 retail customers for the services provided by the alternative  
22 retail electric supplier or other electric utility to the  
23 customers shall include on the single bills issued to  
24 residential customers the current utility electric supply  
25 price to compare that would apply to the customer for the  
26 billing period if the customer obtained supply from the

1 utility. The current utility electric supply price shall be the  
2 sum of the electric supply charge and the transmission services  
3 charge and shall disclose that the price does not include the  
4 monthly purchased electricity adjustment.

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

15 (Source: P.A. 95-700, eff. 11-9-07.)

16 (220 ILCS 5/16-123)

17 Sec. 16-123. Establishment of customer information centers  
18 for electric utilities and alternative retail electric  
19 suppliers.

20 (a) All electric utilities and alternative retail electric  
21 suppliers shall be required to maintain a customer call center  
22 where customers can reach a representative and receive current  
23 information. Customers shall periodically be notified on how to  
24 reach the call center. The Commission shall have the authority  
25 to establish reporting requirements for such centers.



1       (b) Notwithstanding anything to the contrary, an electric  
2 utility may:

3           (1) disclose the current utility electric supply price  
4 to a retail customer who takes electric power and energy  
5 supply service from an alternative retail electric  
6 supplier;

7           (2) disclose the supply price the customer is paying as  
8 reflected on the customer's bill, if known;

9           (3) furnish to a retail customer a list of frequently  
10 asked questions to be used by the retail customer in  
11 evaluating electric power and energy supply rate offers by  
12 alternative retail electric suppliers; this list may  
13 include, but is not limited to, the following:

14                   (A) length of the contract;

15                   (B) the price per kilowatt hour, and whether the  
16 contract price is fixed or variable, and if variable,  
17 the circumstances under which the rate may change;

18                   (C) whether penalties or early termination fees  
19 apply if the customer terminates the contract before  
20 the expiration of its term; and

21                   (D) whether the customer may be subject to any  
22 other adjustments, penalties, surcharges, or costs  
23 beyond the electric power and energy supply rate;

24           (4) provide to a retail customer education information  
25 published by the Office of Retail Market Development and  
26 the Office of the Attorney General regarding the selection

1 and evaluation of electric power and energy supply rate  
2 offers by alternative retail electric suppliers; and

3 (5) place a restriction on a retail customer's account,  
4 at the customer's request, that prohibits any switching of  
5 the customer's electric power and energy supply service to  
6 an alternative retail electric supplier; the restriction  
7 shall only be removed at the customer's express direction  
8 to the utility.

9 (Source: P.A. 90-561, eff. 12-16-97.)

10 (220 ILCS 5/19-115)

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

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

17 (b) An alternative gas supplier ~~shall~~:

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

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

25 (3) shall comply with complaint procedures established

1 by the Commission;

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

18 (5) shall maintain a customer call center where  
19 customers can reach a representative and receive current  
20 information. At least once every 6 months, each alternative  
21 gas supplier shall provide written information to  
22 customers explaining how to contact the call center. The  
23 average answer time for calls placed to the call center  
24 shall not exceed 60 seconds where a representative or  
25 automated system is ready to render assistance and/or  
26 accept information to process calls. The abandon rate for

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

12 (A) total number of calls received;

13 (B) number of calls answered;

14 (C) average answer time;

15 (D) number of abandoned calls; and

16 (E) abandon call rate.

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

25 On or before March 1 of every year, each entity shall  
26 file a report with the Chief Clerk of the Commission for

1 the preceding calendar year on its answer time and abandon  
2 call rate for its call center. A copy of the report shall  
3 be sent to the Manager of the Consumer Services Division or  
4 its successor;

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

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

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

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

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

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

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

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

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

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

25 (F) Letters of agency shall not suggest or require  
26 that a customer take some action in order to retain the

1 customer's current natural gas provider.

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

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



1           elicit, 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 provided and the  
12 material terms and conditions of the service being  
13 offered, including whether any early termination fees  
14 apply.

15           Third-party verifiers may not market the alternative  
16 gas supplier's services by providing additional  
17 information. All third-party verifications shall be  
18 conducted in the same language that was used in the  
19 underlying sales transaction and shall be recorded in their  
20 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.

26                   (3) The alternative gas supplier has obtained the

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

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

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

25 (A) the identity of the customer;

26 (B) confirmation that the person on the call is

1 authorized to make the provider change;

2 (C) confirmation that the person on the call wants  
3 to make the provider change;

4 (D) the names of the providers affected by the  
5 change;

6 (E) the service address of the service to be  
7 switched; and

8 (F) the price of the service to be supplied and the  
9 material terms and conditions of the service being  
10 offered, including whether any early termination fees  
11 apply.

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

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

24 (A) The Internet enrollment website shall, at a  
25 minimum, include:

26 (i) a copy of the alternative gas supplier's

1 customer contract that clearly and conspicuously  
2 discloses all terms and conditions; and

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

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

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

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

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

26 (6) When a customer is solicited in person by the

1 alternative gas supplier's sales agent, the alternative  
2 gas supplier may only obtain the customer's authorization  
3 to change natural gas service through the method provided  
4 for in paragraph (2) of this subsection (c).

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

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

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

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

26 (3) Require the violating alternative gas supplier to

1 pay a fine of up to \$1,000 into the Public Utility Fund for  
2 each repeated and intentional violation of this Section.

3 (4) Issue a cease and desist order.

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

8 (e) No alternative gas supplier shall:

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

13 (2) charge customers for such access;

14 (3) bill for goods or services not authorized by the  
15 customer; or

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

26 (f) An alternative gas supplier that is certified to serve

1 residential or small commercial customers shall not:

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

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

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

21 (4) assign the agreement to any alternative natural gas  
22 supplier, unless:

23 (A) the supplier is an alternative gas supplier  
24 certified by the Commission;

25 (B) the rates, terms, and conditions of the  
26 agreement being assigned do not change during the

1 remainder of the time covered by the agreement;

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

5 (D) the supplier assigning the contract provides  
6 contact information that a customer can use to resolve  
7 a dispute.

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

11 (1) All ~~Any~~ marketing materials, including, but not  
12 limited to, electronic marketing materials, in-person  
13 solicitations, and telephone solicitations, ~~which make~~  
14 ~~statements~~ concerning prices, terms, and conditions of  
15 service shall contain information that adequately  
16 discloses the prices, terms, and conditions of the products  
17 or services and shall disclose the utility gas supply cost  
18 rates per therm price to compare available from the  
19 Illinois Commerce Commission website applicable at the  
20 time the alternative retail gas supplier is offering or  
21 selling the products or services to the customer and shall  
22 disclose the date on which the utility gas supply cost  
23 rates per therm became effective and the date on which they  
24 will expire. All marketing materials, including, but not  
25 limited to, electronic marketing materials, in-person  
26 solicitations, and telephone solicitations, shall include



1 the following statement:-

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

11 This paragraph (1) does not apply to goodwill or  
12 institutional advertising.

13 (2) Before any customer is switched from another  
14 supplier, the alternative gas supplier shall give the  
15 customer written information that clearly and  
16 conspicuously discloses, in plain language, the prices,  
17 terms, and conditions of the products and services being  
18 offered and sold to the customer. This written information  
19 shall be provided in a language in which the customer  
20 subject to the marketing or solicitation is able to  
21 understand and communicate, and the alternative retail gas  
22 supplier shall comply with Section 2N of the Consumer Fraud  
23 and Deceptive Business Practices Act. Nothing in this  
24 paragraph (2) may be read to relieve an alternative gas  
25 supplier from the duties imposed on it by item (3) of  
26 subsection (c) of Section 2DDD of the Consumer Fraud and

1 Deceptive Business Practices Act.

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

4 (A) accurate, timely, and itemized billing  
5 statements that describe the products and services  
6 provided to the customer and their prices and that  
7 specify the gas consumption amount and any service  
8 charges and taxes; provided that this item (g) (3) (A)  
9 does not apply to small commercial customers;

10 (B) billing statements that clearly and  
11 conspicuously discloses the name and contact  
12 information for the alternative gas supplier;

13 (C) an additional statement, at least annually,  
14 that adequately discloses the average monthly prices,  
15 and the terms and conditions, of the products and  
16 services sold to the customer; provided that this item  
17 (g) (3) (C) does not apply to small commercial  
18 customers;

19 (D) refunds of any deposits with interest within 30  
20 days after the date that the customer changes gas  
21 suppliers or discontinues service if the customer has  
22 satisfied all of his or her outstanding financial  
23 obligations to the alternative gas supplier at an  
24 interest rate set by the Commission which shall be the  
25 same as that required of gas utilities; and

26 (E) refunds, in a timely fashion, of all undisputed

1           overpayments upon the oral or written request of the  
2           customer.

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

12          (5) Early Termination.

13                 (A) Any agreement that contains an early  
14                 termination clause shall disclose the amount of the  
15                 early termination fee, provided that any early  
16                 termination fee or penalty shall not exceed \$50 total,  
17                 regardless of whether or not the agreement is a  
18                 multiyear agreement.

19                 (B) In any agreement that contains an early  
20                 termination clause, an alternative gas supplier shall  
21                 provide the customer the opportunity to terminate the  
22                 agreement without any termination fee or penalty  
23                 within 10 business days after the date of the first  
24                 bill issued to the customer for products or services  
25                 provided by the alternative gas supplier. The  
26                 agreement shall disclose the opportunity and provide a

1 toll-free phone number that the customer may call in  
2 order to terminate the agreement.

3 (6) Within 2 business days after electronic receipt of  
4 a customer switch from the alternative gas supplier and  
5 confirmation of eligibility, the gas utility shall provide  
6 the customer written notice confirming the switch. The gas  
7 utility shall not switch the service until 10 business days  
8 after the date on the notice to the customer.

9 (7) The alternative gas supplier shall provide each  
10 customer the opportunity to rescind its agreement without  
11 penalty within 10 business days after the date on the gas  
12 utility notice to the customer. The alternative gas  
13 supplier shall disclose all of the following:

14 (A) that the gas utility shall send a notice  
15 confirming the switch;

16 (B) that from the date the utility issues the  
17 notice confirming the switch, the customer shall have  
18 10 business days to rescind the switch without penalty;

19 (C) that the customer shall contact the gas utility  
20 or the alternative gas supplier to rescind the switch;  
21 and

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

23 The alternative gas supplier disclosure shall be  
24 included in its sales solicitations, contracts, and all  
25 applicable sales verification scripts.

26 (8) All solicitations shall be conducted in,

1 translated into, and provided in a language in which the  
2 customer subject to the marketing or solicitation is able  
3 to understand and communicate. An alternative retail gas  
4 supplier shall not solicit an enrollment of or enroll any  
5 customer if the alternative gas supplier is unable to  
6 communicate and provide marketing materials in a language  
7 in which the customer subject to the marketing or  
8 solicitation is able to understand and communicate.

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

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

14 (2) time period during which the offering will be  
15 available; or

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

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

23 (i) Nothing in this Section shall be construed as  
24 preventing an alternative gas supplier that is an affiliate of,  
25 or which contracts with, (i) an industry or trade organization  
26 or association, (ii) a membership organization or association

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

7 (Source: P.A. 95-1051, eff. 4-10-09.)

8 (220 ILCS 5/19-116 new)

9 Sec. 19-116. Alternative retail gas supplier utility  
10 assistance recipient.

11 (a) Beginning January 1, 2020, an alternative retail gas  
12 supplier shall not knowingly submit an enrollment to change a  
13 customer's gas supply service if the gas utility's records  
14 indicate that the customer either received financial  
15 assistance in the last 12 months from the Low Income Home  
16 Energy Assistance Program or, at the time of enrollment, is  
17 participating in the Percentage of Income Payment Plan, unless  
18 the customer's change in gas supply service is pursuant to a  
19 Commission-approved savings guarantee plan as described in  
20 subsection (b).

21 (b) Beginning July 1, 2020, an alternative retail gas  
22 supplier may apply to the Commission to offer a savings  
23 guarantee plan to recipients of the Low Income Home Energy  
24 Assistance Program or Percentage of Income Payment Plan  
25 funding. The Commission shall initiate a public, docketed

1 proceeding to consider whether or not to approve an alternative  
2 retail gas supplier's application to offer a savings guarantee  
3 plan. At a minimum, the savings guarantee plan shall charge  
4 customers for gas supply at an amount that is less than the gas  
5 utility supply rate. The Commission shall adopt rules to  
6 implement this subsection (b).

7 (c) An agreement entered into between an alternative retail  
8 gas supplier and a consumer who either received financial  
9 assistance in the last 12 months from the Low Income Home  
10 Energy Assistance Program or, at the time of enrollment, is  
11 participating in the Percentage of Income Payment Plan is void  
12 and unenforceable. Before the gas utility executes a change in  
13 a customer's supplier, other than a change pursuant to a  
14 Commission-approved savings guarantee plan as described in  
15 subsection (b), the gas utility shall confirm at the time of  
16 the request that its records do not indicate that the customer  
17 either received financial assistance within the preceding 12  
18 months from the Low Income Home Energy Assistance Program or,  
19 at the time of enrollment, is participating in the Percentage  
20 of Income Payment Plan and, if its records so indicate, shall  
21 reject the change request. Absent willful or wanton misconduct,  
22 no gas utility shall be held liable for any error in acting or  
23 failing to act pursuant to this Section.

24 (220 ILCS 5/19-130)

25 Sec. 19-130. Commission study and report. The Commission's

1 Office of Retail Market Development shall prepare an annual  
2 report regarding the development of competitive retail natural  
3 gas markets in Illinois. The Office shall monitor existing  
4 competitive conditions in Illinois, identify barriers to  
5 retail competition for all customer classes, and actively  
6 explore and propose to the Commission and to the General  
7 Assembly solutions to overcome identified barriers. Solutions  
8 proposed by the Office to promote retail competition must also  
9 promote safe, reliable, and affordable natural gas service.

10 On or before October 1 of each year, beginning in 2015, the  
11 Director shall submit a report to the Commission, the General  
12 Assembly, and the Governor, that includes, at a minimum, the  
13 following information:

14 (1) an analysis of the status and development of the  
15 retail natural gas market in the State of Illinois; and

16 (2) a discussion of any identified barriers to the  
17 development of competitive retail natural gas markets in  
18 Illinois and proposed solutions to overcome identified  
19 barriers; and

20 (3) any other information the Office considers  
21 significant in assessing the development of natural gas  
22 markets in the State of Illinois.

23 Beginning in 2021, the report shall also include the  
24 information submitted to the Commission pursuant to paragraph  
25 (6) of subsection (b) of Section 19-115.

26 (Source: P.A. 97-223, eff. 1-1-12; 98-1121, eff. 8-26-14.)



1 (220 ILCS 5/19-135)

2 Sec. 19-135. Single billing.

3 (a) It is the intent of the General Assembly that in any  
4 service area where customers are able to choose their natural  
5 gas supplier, a single billing option shall be offered to  
6 customers for both the services provided by the alternative gas  
7 supplier and the delivery services provided by the gas utility.  
8 A gas utility shall file a tariff pursuant to Article IX of  
9 this Act that allows alternative gas suppliers to issue single  
10 bills to residential and small commercial customers for both  
11 the services provided by the alternative gas supplier and the  
12 delivery services provided by the gas utility to customers;  
13 provided that if a form of single billing is being offered in a  
14 gas utility's service area on the effective date of this  
15 amendatory Act of the 92nd General Assembly, that form of  
16 single billing shall remain in effect unless and until  
17 otherwise ordered by the Commission.

18 (b) Every alternative gas supplier that issues a single  
19 bill for delivery and supply shall include on the single bill  
20 issued to a residential customer the current utility gas supply  
21 cost rate per therm that would apply to the customer for the  
22 billing period if the customer obtained supply from the  
23 utility, including all fixed or monthly supply charges and  
24 other charges, credits, or rates that are part of the gas  
25 supply price.

1       (c) Every gas utility that offers supply choice and  
2 provides delivery and alternative gas supply service on a  
3 single bill to its residential customers shall include on the  
4 bill of each residential customer who purchases supply services  
5 from an alternative gas supplier the total supply charge of the  
6 gas utility for the billing period that would apply to the  
7 customer for the billing period if the customer obtained supply  
8 from the utility, including all fixed or monthly supply charges  
9 and other charges, credits, or rates that are part of the gas  
10 supply price.

11       (Source: P.A. 92-852, eff. 8-26-02.)

12               (220 ILCS 5/20-110)

13       Sec. 20-110. Office of Retail Market Development. Within 90  
14 days after the effective date of this amendatory Act of the  
15 94th General Assembly, subject to appropriation, the  
16 Commission shall establish an Office of Retail Market  
17 Development and employ on its staff a Director of Retail Market  
18 Development to oversee the Office. The Director shall have  
19 authority to employ or otherwise retain at least 2  
20 professionals dedicated to the task of actively seeking out  
21 ways to promote retail competition in Illinois to benefit all  
22 Illinois consumers.

23       The Office shall actively seek input from all interested  
24 parties and shall develop a thorough understanding and critical  
25 analyses of the tools and techniques used to promote retail

1 competition in other states.

2 The Office shall monitor existing competitive conditions  
3 in Illinois, identify barriers to retail competition for all  
4 customer classes, and actively explore and propose to the  
5 Commission and to the General Assembly solutions to overcome  
6 identified barriers. The Director may include municipal  
7 aggregation of customers and creating and designing customer  
8 choice programs as tools for retail market development.  
9 Solutions proposed by the Office to promote retail competition  
10 must also promote safe, reliable, and affordable electric  
11 service.

12 On or before June 30 of each year, the Director shall  
13 submit a report to the Commission, the General Assembly, and  
14 the Governor, that details specific accomplishments achieved  
15 by the Office in the prior 12 months in promoting retail  
16 electric competition and that suggests administrative and  
17 legislative action necessary to promote further improvements  
18 in retail electric competition. On or before June 30, 2021 and  
19 every year thereafter, the report shall include the information  
20 submitted to the Commission pursuant to paragraph (iii) of  
21 subsection (a) of Section 16-115A.

22 (Source: P.A. 94-1095, eff. 2-2-07.)

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

1 (815 ILCS 505/2EE)

2 Sec. 2EE. Alternative retail electric supplier ~~Electric~~  
3 ~~service provider~~ selection.

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

8 (i) the alternative retail electric supplier ~~provider~~  
9 first discloses all material terms and conditions of the  
10 offer to the consumer ~~subscriber~~;

11 (ii) the alternative retail electric supplier  
12 discloses the utility electric supply price to compare,  
13 which shall be the sum of the electric supply charge and  
14 the transmission services charge, and shall not include the  
15 purchased electricity adjustment, applicable at the time  
16 the offer is made to the consumer;

17 (iii) the alternative retail electric provider  
18 discloses the following statement:

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

1           (expiration date). The utility electric supply price  
2           to compare does not include the purchased electricity  
3           adjustment factor that may range between +.5 cents and  
4           -.5 cents per kilowatt hour. For more information go to  
5           the Illinois Commerce Commission's free website at  
6           www.pluginillinois.org.";

7           (iv) the alternative retail electric supplier has  
8           obtained the consumer's express agreement to accept the  
9           offer after the disclosure of all material terms and  
10           conditions of the offer; and

11           (v) the alternative retail electric supplier has  
12           confirmed the request for a change in accordance with one  
13           of the following procedures: ~~(ii) the provider has obtained~~  
14           ~~the subscriber's express agreement to accept the offer~~  
15           ~~after the disclosure of all material terms and conditions~~  
16           ~~of the offer; and (iii) the provider has confirmed the~~  
17           ~~request for a change in accordance with one of the~~  
18           ~~following procedures:~~

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

24                   (1) An alternative retail electric supplier  
25           ~~electric service provider~~ shall obtain any  
26           necessary written or electronically signed

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

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

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

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

1 consumer is authorizing an electric service  
2 provider change by signing the check. The letter of  
3 agency language also shall be placed near the  
4 signature line on the back of the check.

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

9 (i) The consumer's ~~subscriber's~~ billing  
10 name and address;

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

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

22 (iv) That the consumer ~~subscriber~~  
23 understand that any alternative retail  
24 electric supplier ~~electric service provider~~  
25 selection the consumer ~~subscriber~~ chooses may  
26 involve a charge to the consumer ~~subscriber~~ for

1 changing the consumer's ~~subscriber's~~ electric  
2 service provider.

3 (6) Letters of agency shall not suggest or  
4 require that a consumer ~~subscriber~~ take some  
5 action in order to retain the consumer's  
6 ~~subscriber's~~ current electric service provider.

7 (7) If any portion of a letter of agency is  
8 translated into another language, then all  
9 portions of the letter of agency must be translated  
10 into that language.

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

24 Automated third-party verification systems and  
25 3-way conference calls may be used for verification  
26 purposes so long as the other requirements of this



1 subsection (b) are satisfied.

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

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

22 All third-party verifications shall be conducted  
23 in the same language that was used in the underlying  
24 sales transaction and shall be recorded in their  
25 entirety. Submitting suppliers shall maintain and  
26 preserve audio records of verification of subscriber

1 authorization for a minimum period of 2 years after  
2 obtaining the verification. Automated systems must  
3 provide consumers with an option to speak with a live  
4 person at any time during the call. Each disclosure  
5 made during the third-party verification must be made  
6 individually to obtain clear acknowledgment of each  
7 disclosure. The alternative retail electric supplier  
8 must be in a location where he or she cannot hear the  
9 customer while the third-party verification is  
10 conducted. The alternative retail electric supplier  
11 shall not contact the customer after the third-party  
12 verification for a period of 24 hours unless the  
13 customer initiates the contact.

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

22 (1) the identity of the customer subscriber;

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

25 (3) confirmation that the person on the call  
26 wants to make the supplier change;

1 (4) the names of the suppliers affected by the  
2 change;

3 (5) the service address of the supply to be  
4 switched; and

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

9 Submitting suppliers shall maintain and preserve  
10 the audio records containing the information set forth  
11 above for a minimum period of 2 years.

12 (b) An alternative retail electric supplier electric  
13 service provider also shall not submit or execute a change in a  
14 consumer's selection of a provider of electric service unless  
15 it complies with the following requirements of this subsection  
16 (b). It is a violation of this Section for an alternative  
17 retail electric supplier to fail to comply with this subsection  
18 (b).

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

1 been used at any time to represent a public utility company  
2 or its services, to identify, label, or define any of its  
3 electric power and energy service offers. An alternative  
4 retail electric supplier that is an affiliate of an  
5 Illinois public utility and that was doing business in  
6 Illinois providing alternative retail electric service on  
7 January 1, 2016 may continue to use that public utility's  
8 name, logo, identifying insignia, graphics, or wording in  
9 its business operations occurring outside the service  
10 territory of the public utility with which it is  
11 affiliated.

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

23 (3) Alternative retail electric suppliers who engage  
24 in in-person solicitation for the purpose of selling  
25 electric power and energy service offered by the  
26 alternative retail electric supplier shall display

1 identification on an outer garment. This identification  
2 shall be visible at all times and prominently display the  
3 following: (i) the alternative retail electric supplier  
4 agent's full name in reasonable size font; (ii) an agent  
5 identification number; (iii) a photograph of the  
6 alternative retail electric supplier agent; and (iv) the  
7 trade name and logo of the alternative retail electric  
8 supplier the agent is representing. If the agent is selling  
9 electric power and energy services from multiple  
10 alternative retail electric supplier to the customer, the  
11 identification shall display the trade name and logo of the  
12 agent, broker, or consultant entity as that entity is  
13 defined in Section 16-115C of the Public Utilities Act.

14 An alternative retail electric supplier agent shall  
15 leave the premises at the customer's, owner's, or  
16 occupant's request. The alternative retail electric  
17 supplier agent shall, during the sales presentation to the  
18 customer, verbally disclose all material terms and  
19 conditions of the offer. A copy of the Uniform Disclosure  
20 Statement described in 83 Ill. Adm. Code 412.115 and  
21 412.Appendix A is to be left with the customer at the  
22 conclusion of the visit unless a customer refuses to accept  
23 a copy. An alternative retail electric supplier agent may  
24 provide the Uniform Disclosure Statement electronically  
25 instead of in paper form to a customer upon that customer's  
26 request. The alternative retail electric supplier shall

1       also offer, at the time of the initiation of the  
2       solicitation, a business card or other material that lists  
3       the agent's name, identification number and title, and the  
4       alternative retail electric suppliers' name and contact  
5       information, including telephone number. The alternative  
6       retail electric supplier shall not conduct any in-person  
7       solicitations at any building or premises where any sign,  
8       notice, or declaration of any description whatsoever is  
9       posted that prohibits sales, marketing, or solicitations.  
10       The alternative retail electric supplier agent shall  
11       obtain consent to enter multi-unit residential dwellings.  
12       Consent obtained to enter a multi-unit dwelling from one  
13       prospective customer or occupant of the dwelling shall not  
14       constitute consent to market to any other prospective  
15       customers in the dwelling without separate consent.

16       (4) An alternative retail electric supplier who  
17       contacts customers by telephone for the purpose of selling  
18       electric power and energy service shall provide the agent's  
19       name and identification number. An alternative retail  
20       electric supplier agent shall, during the sales  
21       presentation to the customer, disclose all material terms  
22       and conditions of the offer unless the sales presentation  
23       is terminated by the customer before the disclosures are  
24       completed. Any telemarketing solicitations that lead to a  
25       telephone enrollment must be recorded and retained for a  
26       minimum of 2 years. All telemarketing calls that do not

1       lead to a telephone enrollment, but last at least 2  
2       minutes, shall be recorded and retained for a minimum of 6  
3       months.

4           (5) During an inbound enrollment call, an alternative  
5       retail electric supplier shall state that he or she  
6       represents an independent seller of electric power and  
7       energy service certified by the Illinois Commerce  
8       Commission. An alternative retail electric supplier shall  
9       not state or otherwise imply that he or she is employed by,  
10       representing, endorsed by, or acting on behalf of a utility  
11       or a utility program, a consumer group or consumer group  
12       program, or a governmental body, unless the alternative  
13       retail electric supplier has entered into a contractual  
14       arrangement with the governmental body and has been  
15       authorized by the governmental body to make the statements.  
16       The alternative retail electric supplier shall verbally  
17       disclose all material terms and conditions of the offer.  
18       All inbound enrollment calls that lead to an enrollment  
19       shall be recorded, and the recordings shall be retained for  
20       a minimum of 2 years. An inbound enrollment call that does  
21       not lead to an enrollment, but lasts at least 2 minutes,  
22       shall be retained for a minimum of 6 months. The  
23       alternative retail electric supplier shall send the  
24       Uniform Disclosure Statement and contract to the customer  
25       within 3 business days after the electric utility's  
26       confirmation to the alternative retail electric supplier

1 of an accepted enrollment.

2 (6) If an alternative retail electric supplier  
3 contacts customers for enrollment for electric power and  
4 energy service by direct mail, the direct mail material  
5 shall include all material terms and conditions of the  
6 products or services offered. Statements in direct mail  
7 material shall not claim that the alternative retail  
8 electric supplier represents, is endorsed by, or is acting  
9 on behalf of a utility or a utility program, a consumer  
10 group or program, or a governmental body or program, unless  
11 the alternative retail electric supplier has entered into a  
12 contractual arrangement with the governmental body and has  
13 been authorized by the governmental body to make the  
14 statements. If a direct mail solicitation includes a  
15 written letter of agency, it shall include the Uniform  
16 Disclosure Statement described in 83 Ill. Adm. Code 412.115  
17 and 412.Appendix A. The Uniform Disclosure Statement shall  
18 be provided on a separate page from the other marketing  
19 materials included in the direct mail solicitation. If a  
20 written letter of agency is being used to authorize a  
21 customer's enrollment, the written letter of agency shall  
22 comply with this Section. A copy of the contract must be  
23 sent to the customer within 3 business days after the  
24 electric utility's confirmation to the alternative retail  
25 electric supplier of an accepted enrollment.

26 (7) Each alternative retail electric supplier offering



1 electric power and energy service to customers online shall  
2 clearly and conspicuously make all disclosures for any  
3 services offered through online enrollment before  
4 requiring the customer to enter any personal information  
5 other than zip code, electric utility service territory, or  
6 type of service sought. Alternative retail electric  
7 suppliers' marketing material shall not make any  
8 statements that it is a representative of, endorsed by, or  
9 acting on behalf of, a utility or a utility program, a  
10 consumer group or a program run by a consumer group, a  
11 governmental body or a program run by a governmental body,  
12 unless the alternative retail electric supplier has  
13 entered into a contractual arrangement with the  
14 governmental body and has been authorized by the  
15 governmental body to make the statements. The Uniform  
16 Disclosure Statement must be printable in a portable  
17 document format (PDF) and shall be available  
18 electronically to the customer. The enrollment website of  
19 the alternative retail electric supplier shall, at a  
20 minimum, include: (i) disclosure of all material terms and  
21 conditions of the offer; (ii) a statement that electronic  
22 acceptance of the terms and conditions is an agreement to  
23 initiate service and begin enrollment; (iii) a statement  
24 that the customer should review the contract or contact the  
25 current supplier to learn if any early termination fees are  
26 applicable; and (iv) an e-mail address and toll-free phone

1 number of the alternative retail electric supplier where  
2 the customer can express a decision to rescind the  
3 contract.

4 (8) If an alternative retail electric supplier seeks to  
5 renew a customer's contract, then at least 30 days, but no  
6 more than 60 days, before the end of the current contract  
7 term the alternative retail electric supplier shall  
8 provide to the customer a written notice that includes a  
9 side-by-side comparison of the rate the customer is being  
10 charged pursuant to the current contract and the rate the  
11 customer would be charged pursuant to the renewed contract.

12 An alternative retail electric supplier shall not  
13 automatically renew a customer's enrollment after the  
14 current term of the contract expires if the customer does  
15 not expressly consent to the contract renewal in writing or  
16 by electronic signature at least 30 days, but no more than  
17 60 days, before the current contract term expires and (i)  
18 the rate the customer would be charged pursuant to the  
19 renewed contract is greater than the rate of the current  
20 contract, or (ii) the current contract provides that the  
21 customer will be charged a fixed rate and the renewed  
22 contract provides the customer will be charged a variable  
23 rate.

24 (9) All solicitations shall be conducted in,  
25 translated into, and provided in a language in which the  
26 customer subject to the marketing or solicitation is able

1 to understand and communicate. An alternative retail  
2 electric supplier shall not solicit an enrollment of or  
3 enroll any customer if the alternative retail electric  
4 supplier is unable to communicate and provide marketing  
5 materials in a language in which the customer subject to  
6 the marketing or solicitation is able to understand and  
7 communicate and shall comply with Section 2N of this Act.

8 (10) Customers on a month-to-month variable rate or  
9 time-of-use product shall have the right to terminate their  
10 contract with the alternative retail electric supplier at  
11 any time without any termination fee.

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

16 (c) ~~(d)~~ Complaints may be filed with the Illinois Commerce  
17 Commission under this Section by a consumer ~~subscriber~~ whose  
18 electric service has been provided by an alternative retail  
19 electric supplier ~~electric service supplier~~ in a manner not in  
20 compliance with this Section. If, after notice and hearing, the  
21 Commission finds that an alternative retail electric supplier  
22 ~~electric service provider~~ has violated this Section, the  
23 Commission may in its discretion do any one or more of the  
24 following:

25 (1) Require the violating alternative retail electric  
26 supplier ~~electric service provider~~ to refund to the

1 consumer ~~subscriber~~ charges collected in excess of those  
2 that would have been charged by the consumer's ~~subscriber's~~  
3 authorized electric service provider.

4 (2) Require the violating alternative retail electric  
5 supplier ~~electric service provider~~ to pay to the consumer's  
6 ~~subscriber's~~ authorized electric service provider ~~supplier~~  
7 the amount the authorized electric service provider  
8 ~~electric supplier~~ would have collected for the electric  
9 service. The Commission is authorized to reduce this  
10 payment by any amount already paid by the violating  
11 alternative retail electric supplier ~~electric supplier~~ to  
12 the consumer's ~~subscriber's~~ authorized provider for  
13 electric service.

14 (3) Require the violating alternative retail electric  
15 supplier ~~subscriber~~ to pay a fine of up to \$1,000 into the  
16 Public Utility Fund for each repeated and intentional  
17 violation of this Section.

18 (4) Issue a cease and desist order.

19 (5) For a pattern of violation of this Section or for  
20 intentionally violating a cease and desist order, revoke  
21 the violating alternative retail electric supplier's  
22 ~~provider's~~ certificate of service authority.

23 (d) ~~(e)~~ For purposes of this Section:

24 "Electric, ~~"electric~~ service provider" shall have the  
25 meaning given that phrase in Section 6.5 of the Attorney  
26 General Act.

1       "Alternative retail electric supplier" has the meaning  
2 given to that term in Section 16-102 of the Public Utilities  
3 Act.

4       (Source: P.A. 95-700, eff. 11-9-07.)

5               (815 ILCS 505/2DDD)

6       Sec. 2DDD. Alternative gas suppliers.

7       (a) Definitions.

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

10              (2) "Gas utility" has the same meaning as in Section  
11       19-105 of the Public Utilities Act.

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

15       (c) Solicitation.

16              (1) An alternative gas supplier shall not utilize the  
17 name of a public utility in any manner that is deceptive or  
18 misleading, including, but not limited to, implying or  
19 otherwise leading a customer to believe that an alternative  
20 retail gas supplier is soliciting on behalf of or is an  
21 agent of a utility. An alternative retail gas supplier  
22 shall not utilize the name, or any other identifying  
23 insignia, graphics, or wording, that has been used at any  
24 time to represent a public utility company or its services  
25 or to identify, label, or define any of its electric power

1       and energy service offers and shall not misrepresent the  
2       affiliation of any alternative supplier with the gas  
3       utility, governmental bodies, or consumer groups.

4           (2) If any sales solicitation, agreement, contract, or  
5       verification is translated into another language and  
6       provided to a customer, all of the documents must be  
7       provided to the customer in that other language.

8           (2.3) An alternative retail gas supplier shall state  
9       that it represents an independent seller of gas certified  
10       by the Illinois Commerce Commission and that he or she is  
11       not employed by, representing, endorsed by, or acting on  
12       behalf of a utility, or a utility program.

13           (2.5) All solicitations shall be conducted in,  
14       translated into, and provided in a language in which the  
15       customer subject to the marketing or solicitation is able  
16       to understand and communicate. An alternative retail  
17       electric supplier shall not solicit an enrollment of or  
18       enroll any customer if the alternative retail electric  
19       supplier is unable to communicate and provide marketing  
20       materials in a language in which the customer subject to  
21       the marketing or solicitation is able to understand and  
22       communicate and shall comply with Section 2N of this Act.

23           (3) An alternative gas supplier shall clearly and  
24       conspicuously disclose the following information to all  
25       customers:

26           (A) the prices, terms, and conditions of the

1 products and services being sold to the customer;

2 (B) where the solicitation occurs in person,  
3 including through door-to-door solicitation, the  
4 salesperson's name;

5 (C) the alternative gas supplier's contact  
6 information, including the address, phone number, and  
7 website;

8 (D) contact information for the Illinois Commerce  
9 Commission, including the toll-free number for  
10 consumer complaints and website;

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

17 (F) the amount of the early termination fee, if  
18 any; ~~and~~.

19 (G) the utility gas supply cost rates per therm  
20 price to compare available from the Illinois Commerce  
21 Commission website applicable at the time the  
22 alternative retail gas supplier is offering or selling  
23 the products or services to the customer and shall  
24 disclose the following statement:

25 "(Name of the alternative retail gas supplier) is  
26 not the same entity as your gas delivery company. You

1           are not required to enroll with (name of alternative  
2           retail gas supplier). Beginning on (effective date),  
3           the utility gas supply cost rate per therm is (cost).  
4           The utility gas supply cost will expire on (expiration  
5           date). For more information go to the Illinois Commerce  
6           Commission's                    free                    website                    at  
7           [www.icc.illinois.gov/ags/consumereducation.aspx](http://www.icc.illinois.gov/ags/consumereducation.aspx)."

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

13          (5) An alternative gas supplier engaging in  
14          door-to-door solicitation of consumers shall provide the  
15          information described in paragraph (3) of this subsection  
16          (c) during all door-to-door solicitations that result in a  
17          customer deciding to switch their supplier.

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



1 the following procedures:

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

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

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

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

20 (D) Notwithstanding items (A) and (B) of this  
21 paragraph (1), the letter of agency may be combined  
22 with checks that contain only the required letter of  
23 agency language prescribed in item (E) of this  
24 paragraph (1) and the necessary information to make the  
25 check a negotiable instrument. The letter of agency  
26 check shall not contain any promotional language or

1 material. The letter of agency check shall contain in  
2 easily readable, bold face type on the face of the  
3 check, a notice that the consumer is authorizing a  
4 natural gas provider change by signing the check. The  
5 letter of agency language also shall be placed near the  
6 signature line on the back of the check.

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

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

12 (ii) the decision to change the natural gas  
13 provider from the current provider to the  
14 prospective alternative gas supplier;

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

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

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

26 (G) If any portion of a letter of agency is

1 translated into another language, then all portions of  
2 the letter of agency must be translated into that  
3 language.

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

26 (A) the identity of the customer;

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

3 (C) confirmation that the person on the call wants  
4 to make the provider change;

5 (D) the names of the providers affected by the  
6 change;

7 (E) the service address of the service to be  
8 switched; and

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

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

1       the third-party verification is conducted. The alternative  
2       retail gas supplier shall not contact the customer after  
3       the third-party verification for a period of 24 hours  
4       unless the customer initiates the contact.

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

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

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

24                   (A) the identity of the customer;

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

1 (C) confirmation that the person on the call wants  
2 to make the provider change;

3 (D) the names of the providers affected by the  
4 change;

5 (E) the service address of the service to be  
6 switched; and

7 (F) the price of the service to be supplied and the  
8 material terms and conditions of the service being  
9 offered, including whether any early termination fees  
10 apply.

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

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

23 (A) The Internet enrollment website shall, at a  
24 minimum, include:

25 (i) a copy of the alternative gas supplier's  
26 customer contract, which clearly and conspicuously

1 discloses all terms and conditions; and

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

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

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

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

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

25 (6) When a customer is solicited in person by the  
26 alternative gas supplier's sales agent, the alternative

1 gas supplier may only obtain the customer's authorization  
2 to change natural gas service through the method provided  
3 for in paragraph (2) of this subsection (d).

4 Alternative gas suppliers must be in compliance with the  
5 provisions of this subsection (d) within 90 days after the  
6 effective date of this amendatory Act of the 95th General  
7 Assembly.

8 (e) Early Termination.

9 (1) Any agreement that contains an early termination  
10 clause shall disclose the amount of the early termination  
11 fee, provided that any early termination fee or penalty  
12 shall not exceed \$50 total, regardless of whether or not  
13 the agreement is a multiyear agreement. Customers on a  
14 month-to-month variable rate or time-of-use product shall  
15 have the right to terminate their contract with the  
16 alternative retail gas supplier at any time without any  
17 termination fee.

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



1 (f) 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 supplier  
5 shall disclose to the customer all of the following:

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

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

11 (3) that the customer may contact the gas utility or  
12 the alternative gas supplier to rescind the switch within  
13 10 business days; and

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

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

19 (f-5) An alternative retail gas supplier must also comply  
20 with the following requirements of this subsection (f-5). It is  
21 a violation of this Section for an alternative retail electric  
22 supplier to fail to comply with this subsection (f-5).

23 (1) If an alternative retail gas supplier seeks to  
24 renew a customer's contract, then at least 30 days, but no  
25 more than 60 days, before the end of the current contract  
26 term the alternative retail gas supplier shall provide to

1       the customer a written notice that includes a side-by-side  
2       comparison of the rate the customer is being charged  
3       pursuant to the current contract and the rate the customer  
4       would be charged pursuant to the renewed contract. An  
5       alternative retail gas supplier shall not automatically  
6       renew a customer's enrollment after the current term of the  
7       contract expires if the customer does not expressly consent  
8       to the contract renewal in writing or by electronic  
9       signature at least 30 days, but no more than 60 days,  
10       before the current contract term expires and (i) the rate  
11       the customer would be charged pursuant to the renewed  
12       contract is greater than the rate of the current contract,  
13       or (ii) the current contract provides that the customer  
14       will be charged a fixed rate and the renewed contract  
15       provides the customer will be charged a variable rate.

16       (2) An alternative retail electric gas shall not submit  
17       a change to a customer's gas service provider in violation  
18       of Section 19-116 of the Public Utilities Act.

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

24       (Source: P.A. 97-333, eff. 8-12-11.)