



101ST GENERAL ASSEMBLY

State of Illinois

2019 and 2020

SB1631

Introduced 2/15/2019, by Sen. Laura Ellman

SYNOPSIS AS INTRODUCED:

220 ILCS 5/16-115A
220 ILCS 5/16-115E new
220 ILCS 5/16-118
220 ILCS 5/19-115
220 ILCS 5/19-116 new
220 ILCS 5/19-135
815 ILCS 505/2EE
815 ILCS 505/2DDD

Amends the Public Utilities Act. Provides that an alternative retail electric supplier and alternative gas supplier shall: make certain information available on its website; send a separate written notice or electronic mail informing the residential customer of the upcoming change in price or other charge; and not automatically renew a contract with a residential customer at a rate higher than the initial term of the contract or automatically change or renew a fixed contract to a variable rate contract. Provides that all marketing materials shall contain the Historical Price to Compare from the immediately preceding 12 months. Provides, with exceptions, that beginning 90 days after the effective date of the Act, no customer who has received specified financial assistance within the preceding 12 months shall be switched to an alternative retail electric supplier or alternative gas supplier. Provides that beginning January 1, 2021, an alternative retail electric supplier or alternative gas supplier may apply to the Illinois Commerce Commission to offer a savings guarantee plan. Provides that every alternative retail electric supplier and alternative gas supplier shall include specific information on bills issued to a residential customer. Provides that every electric utility or gas utility that provides delivery and supply services shall include specific information on each bill to a residential customer who obtains supply from an alternative retail electric supplier or alternative gas supplier. Amends the Consumer Fraud and Deceptive Business Practices Act. Makes changes in provisions concerning electric service provider selection and alternative gas suppliers.

LRB101 08031 JRG 53093 b

A BILL FOR

1 AN ACT concerning regulation.

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

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

7 (220 ILCS 5/16-115A)

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

10 (a) An alternative retail electric supplier shall:

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

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

18 (iii) make publicly available on its website, without
19 the need for a customer login, rate information for all of
20 its variable, time-of-use, and fixed rate contracts
21 currently available to a residential customer, including,
22 but not limited to, fixed monthly charges, early
23 termination charges, and kilowatt-hour charges;

1 (iv) no less than 30 days, but no more than 60 days,
2 before a residential customer's price per kilowatt hour or
3 other charge changes, send a separate written notice by
4 United States mail or electronic mail, as specified by the
5 residential customer, addressed to the residential
6 customer informing the residential customer of the
7 upcoming change in price or other charge; the changed price
8 per kilowatt hour or other charge shall be included in the
9 notice and shall not require the residential customer to
10 visit or log on to a website to obtain the change in price
11 or other charge; the telephone number and email address to
12 contact the supplier shall be included in the notice; and

13 (v) not automatically renew a contract with a
14 residential customer at a rate higher than the initial term
15 of the contract or automatically change or renew a fixed
16 contract to a variable rate contract. A residential
17 customer may agree to a contract renewal at a rate higher
18 than the initial term of the contract if the notice
19 requirements in paragraph (iv) have been met and the
20 residential customer expressly consents to the contract
21 renewal in writing or by an electronic signature. A
22 residential customer may void a variable rate contract
23 unless the residential customer received a disclosure
24 showing the prior 12 months under the variable rate
25 contract and the disclosures required by paragraph (i) of
26 subsection (e) before expressly consenting to the contract

1 renewal.

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

7 (c) No alternative retail electric supplier, or electric
8 utility other than the electric utility in whose service area a
9 customer is located, shall (i) enter into or employ any
10 arrangements which have the effect of preventing a retail
11 customer with a maximum electrical demand of less than one
12 megawatt from having access to the services of the electric
13 utility in whose service area the customer is located or (ii)
14 charge retail customers for such access. This subsection shall
15 not be construed to prevent an arms-length agreement between a
16 supplier and a retail customer that sets a term of service,
17 notice period for terminating service and provisions governing
18 early termination through a tariff or contract as allowed by
19 Section 16-119.

20 (d) An alternative retail electric supplier that is
21 certified to serve residential or small commercial retail
22 customers shall not:

23 (1) deny service to a customer or group of customers
24 nor establish any differences as to prices, terms,
25 conditions, services, products, facilities, or in any
26 other respect, whereby such denial or differences are based

1 upon race, gender or income, except as provided in Section
2 16-115E.

3 (2) deny service to a customer or group of customers
4 based on locality nor establish any unreasonable
5 difference as to prices, terms, conditions, services,
6 products, or facilities as between localities.

7 (e) An alternative retail electric supplier shall comply
8 with the following requirements with respect to the marketing,
9 offering and provision of products or services to residential
10 and small commercial retail customers:

11 (i) All ~~Any~~ marketing materials, including electronic
12 marketing materials, in-person solicitations, and
13 telephone solicitations, which make statements concerning
14 prices, terms and conditions of service shall contain
15 information that adequately discloses the prices, terms,
16 and conditions of the products or services that the
17 alternative retail electric supplier is offering or
18 selling to the customer and the Historical Price to Compare
19 from the immediately preceding 12 months as displayed on
20 the Plug In Illinois website maintained by the Illinois
21 Commerce Commission. The disclosure may group months
22 during which the price to compare was unchanged. All
23 marketing materials, including, but not limited to,
24 electronic marketing materials, in-person solicitations,
25 and telephone solicitations, shall include the following
26 statement: "(Name of alternative retail electric supplier)

1 is not the same entity as your electric delivery company.
2 You are not required to enroll with (name of alternative
3 electric supplier). For information on comparison rates
4 for electric supply service and understanding your
5 electric supply choices, go to the Illinois Commerce
6 Commission's free website at www.pluginillinois.org."
7 This paragraph does not apply to goodwill or institutional
8 advertising.

9 (ii) Before any customer is switched from another
10 supplier, the alternative retail electric supplier shall
11 give the customer written information that adequately
12 discloses, in plain language, the prices, terms and
13 conditions of the products and services being offered and
14 sold to the customer.

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

21 (iv) The alternative retail electric supplier shall
22 provide to the customer (1) itemized billing statements
23 that describe the products and services provided to the
24 customer and their prices, and (2) an additional statement,
25 at least annually, that adequately discloses the average
26 monthly prices, and the terms and conditions, of the

1 products and services sold to the customer.

2 (f) An alternative retail electric supplier may limit the
3 overall size or availability of a service offering by
4 specifying one or more of the following: a maximum number of
5 customers, maximum amount of electric load to be served, time
6 period during which the offering will be available, or other
7 comparable limitation, but not including the geographic
8 locations of customers within the area which the alternative
9 retail electric supplier is certificated to serve. The
10 alternative retail electric supplier shall file the terms and
11 conditions of such service offering including the applicable
12 limitations with the Commission prior to making the service
13 offering available to customers.

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

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

25 (220 ILCS 5/16-115E new)

1 Sec. 16-115E. Alternative retail electric supplier;
2 utility assistance recipient.

3 (a) Beginning 90 days after the effective date of this
4 amendatory Act of the 101st General Assembly, no customer who
5 has received financial assistance within the preceding 12
6 months from the Low Income Home Energy Assistance Program or
7 the Percentage of Income Payment Plan shall be switched to an
8 alternative retail electric supplier, unless (1) the customer
9 is switched pursuant to a governmental aggregation program
10 adopted in accordance with Section 1-92 of the Illinois Power
11 Agency Act, or (2) the customer is switched to a
12 Commission-approved savings guarantee plan as described in
13 subsection (b).

14 (b) Beginning January 1, 2021, an alternative retail
15 electric supplier may apply to the Commission to offer a
16 savings guarantee plan to recipients of Low Income Home Energy
17 Assistance or Percentage of Income Payment Plan funding. The
18 Commission shall initiate a public, docketed proceeding to
19 consider whether or not to approve an alternative retail
20 electric supplier's application to offer a savings guarantee
21 plan. At a minimum, the savings guarantee plan shall charge
22 customers for electric supply an amount that is less than the
23 amount the public utility charges for electric supply. The
24 Commission shall adopt rules to implement this subsection.

25 (c) An agreement entered into between an alternative retail
26 electric supplier and a customer in violation of this Section

1 is void and unenforceable. If an alternative retail electric
2 supplier attempts to enroll a customer in violation of this
3 Section, the electric utility shall deny the supplier switch
4 and inform the alternative retail electric supplier of the
5 reason. The electric utility shall not be required to provide a
6 customer with written notice of the denial of enrollment. The
7 alternative retail electric supplier shall provide the
8 customer with written notice of denial of enrollment.

9 (220 ILCS 5/16-118)

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

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

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

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

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

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

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

1 customers.

2 (d) An electric utility with more than 100,000 customers
3 shall file a tariff pursuant to Article IX of this Act that
4 would provide alternative retail electric suppliers or
5 electric utilities other than the electric utility in whose
6 service area retail customers are located with the option to
7 have the electric utility produce and provide single bills to
8 the retail customers for both the electric power and energy
9 service provided by the alternative retail electric supplier or
10 other electric utility and the delivery services provided by
11 the electric utility to the customers. The tariffs filed
12 pursuant to this subsection shall require the electric utility
13 to collect and remit customer payments for electric power and
14 energy service provided by alternative retail electric
15 suppliers or electric utilities other than the electric utility
16 in whose service area retail customers are located. The tariff
17 filed pursuant to this subsection shall require the electric
18 utility to include on each bill to retail customers an
19 identification of the alternative retail electric supplier or
20 other electric utility that elects the billing option. The
21 tariff filed pursuant to this subsection (d) may also include
22 other just and reasonable terms and conditions and shall
23 provide for the recovery of prudently incurred costs associated
24 with the provision of service pursuant to this subsection (d).
25 The costs associated with the provision of service pursuant to
26 this Section shall be subject to periodic Commission review.

1 (e) An electric utility with more than 100,000 customers in
2 this State shall file a tariff pursuant to Article IX of this
3 Act that provides alternative retail electric suppliers, and
4 electric utilities other than the electric utility in whose
5 service area the retail customers are located, with the option
6 to have the electric utility purchase 2 billing cycles worth of
7 uncollectible receivables for power and energy service
8 provided to residential retail customers and to
9 non-residential retail customers with a non-coincident peak
10 demand of less than 400 kilowatts upon returning that customer
11 to that electric utility for delivery and energy service after
12 that alternative retail electric supplier, or an electric
13 utility other than the electric utility in whose service area
14 the retail customer is located, has made reasonable collection
15 efforts on that account. Uncollectible receivables for power
16 and energy service of alternative retail electric suppliers, or
17 electric utilities other than the electric utility in whose
18 service area the retail customers are located, shall be
19 purchased by the electric utility at a just and reasonable
20 discount rate to be reviewed and approved by the Commission,
21 after notice and hearing. The discount rate shall be based on
22 the electric utility's historical bad debt for receivables that
23 are outstanding for a similar length of time and any reasonable
24 start-up costs and administrative costs associated with the
25 electric utility's purchase of receivables. The discounted
26 rate for purchase of uncollectible receivables shall be

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

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

1 residential customers the current utility supply charge that
2 would apply to the customer for the billing period if the
3 customer obtained supply from the utility, including all fixed
4 or monthly supply charges and other charges, credits, or rates
5 that are part of the electric supply price. The description of
6 the current utility supply charge shall be highlighted on the
7 bill and also include a description in the Spanish language.

8 (g) Every electric utility that provides delivery and
9 supply services shall include on each bill to residential
10 customers who obtain supply from an alternative retail electric
11 supplier the electric utility's total supply charge that would
12 apply to the customer for the billing period if the customer
13 obtained supply from the utility, including all fixed or
14 monthly supply charges and other charges, credits, or rates
15 that are part of the electric supply price. The description of
16 the current utility supply charges shall be highlighted on the
17 bill and also include a description in the Spanish language.

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

19 (220 ILCS 5/19-115)

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

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

1 (b) An alternative gas supplier shall:

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

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

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

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

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

20 (A) total number of calls received;

21 (B) number of calls answered;

22 (C) average answer time;

23 (D) number of abandoned calls; and

24 (E) abandon call rate.

25 (6) make publicly available on its website, without the
26 need for a customer login, rate information for all of its

1 variable, time-of-use, and fixed rate contracts currently
2 available to residential customers, including, but not
3 limited to, fixed monthly charges, early termination
4 charges, and kilowatt-hour charges;

5 (7) no less than 30 days, but no more than 60 days,
6 before a residential customer's price per therm or other
7 charge changes, send a separate written notice by United
8 States mail or electronic mail, as specified by the
9 residential customer, addressed to the residential
10 customer informing the residential customer of the
11 upcoming change in price or other charge; the changed price
12 per therm or other charge shall be included in the notice
13 and shall not require the residential customer to visit or
14 log on to a website to obtain the change in price or other
15 charge; the telephone number and email address to contact
16 the supplier shall be included in the notice; and

17 (8) not automatically renew a contract with a
18 residential customer at a rate higher than the initial term
19 of the contract or automatically change or renew a fixed
20 contract to a variable rate contract. A residential
21 customer may agree to a contract renewal at a rate higher
22 than the initial term of the contract if the notice
23 requirements in paragraph (7) have been met and the
24 residential customer expressly consents to the contract
25 renewal in writing or by an electronic signature. A
26 residential customer may void a variable rate contract

1 unless the residential customer received a disclosure
2 showing the prior 12 months under the variable rate
3 contract and the disclosures required by paragraph (1) of
4 subsection (g) before expressly consenting to the contract
5 renewal.

6 Alternative gas suppliers that do not have electronic
7 answering capability that meets these requirements shall
8 notify the Manager of the Commission's Consumer Services
9 Division or its successor within 30 days following the
10 effective date of this amendatory Act of the 95th General
11 Assembly and work with Staff to develop individualized
12 reporting requirements as to the call volume and responsiveness
13 of the call center.

14 On or before March 1 of every year, each entity shall file
15 a report with the Chief Clerk of the Commission for the
16 preceding calendar year on its answer time and abandon call
17 rate for its call center. A copy of the report shall be sent to
18 the Manager of the Consumer Services Division or its successor.

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

1 has confirmed the request for a change in accordance with one
2 of the following procedures:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 (3) The alternative gas supplier has obtained the
26 customer's authorization via an automated verification

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

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

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

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

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

25 (3) Require the violating alternative gas supplier to
26 pay a fine of up to \$1,000 into the Public Utility Fund for

1 each repeated and intentional violation of this Section.

2 (4) Issue a cease and desist order.

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

7 (e) No alternative gas supplier shall:

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

12 (2) charge customers for such access;

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

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

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

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

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

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

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

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

24 (B) the rates, terms, and conditions of the
25 agreement being assigned do not change during the
26 remainder of the time covered by the agreement;

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

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

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

10 (1) All ~~Any~~ marketing materials, including electronic
11 marketing materials, in-person solicitations, and
12 telephone solicitations, which make statements concerning
13 prices, terms, and conditions of service shall contain
14 information that adequately discloses the prices, terms
15 and conditions of the products or services and shall
16 contain the immediately preceding 12 months as displayed on
17 the Natural Gas Choice website maintained by the Illinois
18 Commerce Commission. The disclosure may group months
19 during which the price to compare was unchanged. All
20 marketing materials, including, but not limited to,
21 electronic marketing materials, in-person solicitations,
22 and telephone solicitations, shall include the following
23 statement: "(Name of alternative natural gas supplier) is
24 not the same entity as your natural gas delivery company.
25 You are not required to enroll with (name of alternative
26 gas supplier). For information on comparison rates for

1 natural gas supply service and understanding your natural
2 gas supply choices, go to the Illinois Commerce
3 Commission's free website at
4 www.icc.illinois.gov/ags/consumereducation.aspx.". This
5 paragraph does not apply to goodwill or institutional
6 advertising.

7 (2) Before any customer is switched from another
8 supplier, the alternative gas supplier shall give the
9 customer written information that clearly and
10 conspicuously discloses, in plain language, the prices,
11 terms, and conditions of the products and services being
12 offered and sold to the customer. Nothing in this paragraph
13 (2) may be read to relieve an alternative gas supplier from
14 the duties imposed on it by item (3) of subsection (c) of
15 Section 2DDD of the Consumer Fraud and Deceptive Business
16 Practices Act.

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

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

25 (B) billing statements that clearly and
26 conspicuously discloses the name and contact

1 information for the alternative gas supplier;

2 (C) an additional statement, at least annually,
3 that adequately discloses the average monthly prices,
4 and the terms and conditions, of the products and
5 services sold to the customer; provided that this item
6 (g) (3) (C) does not apply to small commercial
7 customers;

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

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

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

1 (5) Early Termination.

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

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

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

24 (7) The alternative gas supplier shall provide each
25 customer the opportunity to rescind its agreement without
26 penalty within 10 business days after the date on the gas

1 utility notice to the customer. The alternative gas
2 supplier shall disclose all of the following:

3 (A) that the gas utility shall send a notice
4 confirming the switch;

5 (B) that from the date the utility issues the
6 notice confirming the switch, the customer shall have
7 10 business days to rescind the switch without penalty;

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

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

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

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

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

20 (2) time period during which the offering will be
21 available; or

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

25 The alternative gas supplier shall file the terms and
26 conditions of such service offering including the applicable

1 limitations with the Commission prior to making the service
2 offering available to customers.

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

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

14 (220 ILCS 5/19-116 new)

15 Sec. 19-116. Alternative gas supplier; utility assistance
16 recipient.

17 (a) Beginning 90 days after the effective date of this
18 amendatory Act of the 101st General Assembly, no customer who
19 has received financial assistance within the preceding 12
20 months from the Low Income Home Energy Assistance Program or
21 Percentage of Income Payment Plan shall be switched to an
22 alternative gas supplier unless customer is switched to a
23 Commission-approved savings guarantee plan as described in
24 subsection (b).

25 (b) Beginning January 1, 2021, an alternative gas supplier

1 may apply to the Commission to offer a savings guarantee plan
2 to recipients of Low Income Home Energy Assistance Program or
3 Percentage of Income Payment Plan funding. The Commission shall
4 initiate a public, docketed proceeding to consider whether or
5 not to approve an alternative natural gas supplier's
6 application to offer a savings guarantee plan. At a minimum,
7 the savings guarantee plan shall charge a customer for natural
8 gas supply in an amount that is less than the amount the public
9 utility charges for natural gas supply. The Commission shall
10 adopt rules to implement this subsection.

11 (c) An agreement entered into between an alternative gas
12 supplier and a customer in violation of this Section is void
13 and unenforceable. If an alternative gas supplier attempts to
14 enroll a customer in violation of this Section, the gas utility
15 shall deny the supplier switch and inform the alternative gas
16 supplier of the reason. The gas utility shall not be required
17 to provide a customer with written notice of the denial of
18 enrollment. The alternative gas supplier shall provide the
19 customer with written notice of denial of enrollment.

20 (220 ILCS 5/19-135)

21 Sec. 19-135. Single billing.

22 (a) It is the intent of the General Assembly that in any
23 service area where customers are able to choose their natural
24 gas supplier, a single billing option shall be offered to
25 customers for both the services provided by the alternative gas

1 supplier and the delivery services provided by the gas utility.
2 A gas utility shall file a tariff pursuant to Article IX of
3 this Act that allows alternative gas suppliers to issue single
4 bills to residential and small commercial customers for both
5 the services provided by the alternative gas supplier and the
6 delivery services provided by the gas utility to customers;
7 provided that if a form of single billing is being offered in a
8 gas utility's service area on the effective date of this
9 amendatory Act of the 92nd General Assembly, that form of
10 single billing shall remain in effect unless and until
11 otherwise ordered by the Commission. Every alternative gas
12 supplier that issues a single bill for delivery and supply
13 shall include on the single bill issued to a residential
14 customer the current utility supply charge that would apply to
15 the customer for the billing period if the customer obtained
16 supply from the utility, including all fixed or monthly supply
17 charges and other charges, credits, or rates that are part of
18 the gas supply price. The description of the current utility
19 supply charge shall be highlighted on the bill and also include
20 a description in the Spanish language.

21 (b) Every gas utility that offers supply choice and
22 provides delivery and alternative gas supply service on a
23 single bill to its residential customers shall include on the
24 bill of each residential customer who purchases supply services
25 from an alternative gas supplier the gas utility's total supply
26 charge for the billing period that would apply to the customer

1 for the billing period if the customer obtained supply from the
2 utility, including all fixed or monthly supply charges and
3 other charges, credits, or rates that are part of the gas
4 supply price. The description of the current utility supply
5 charge shall be highlighted on the bill and also include a
6 description in the Spanish language.

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

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

11 (815 ILCS 505/2EE)

12 Sec. 2EE. Electric service provider selection. An electric
13 service provider shall not submit or execute a change in a
14 subscriber's selection of a provider of electric service unless
15 and until (i) the provider first discloses all material terms
16 and conditions of the offer to the subscriber; (ii) the
17 provider has obtained the subscriber's express agreement to
18 accept the offer after the disclosure of all material terms and
19 conditions of the offer; and (iii) the provider has confirmed
20 the request for a change in accordance with one of the
21 following procedures:

22 (a) The new electric service provider has obtained the
23 subscriber's written or electronically signed authorization in
24 a form that meets the following requirements:

1 (1) An electric service provider shall obtain any
2 necessary written or electronically signed authorization
3 from a subscriber for a change in electric service by using
4 a letter of agency as specified in this Section. Any letter
5 of agency that does not conform with this Section is
6 invalid.

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

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

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

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

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

5 (i) The subscriber's billing name and address;

6 (ii) The decision to change the electric service
7 provider from the current provider to the prospective
8 provider;

9 (iii) The terms, conditions, and nature of the
10 service to be provided to the subscriber must be
11 clearly and conspicuously disclosed, in writing, and
12 an electric service provider must directly establish
13 the rates for the service contracted for by the
14 subscriber; and

15 (iv) That the subscriber understand that any
16 electric service provider selection the subscriber
17 chooses may involve a charge to the subscriber for
18 changing the subscriber's electric service provider.

19 (6) Letters of agency shall not suggest or require that
20 a subscriber take some action in order to retain the
21 subscriber's current electric service provider.

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

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

1 subsection (b), the subscriber's oral authorization to change
2 electric suppliers that confirms and includes appropriate
3 verification data. The independent third party (i) must not be
4 owned, managed, controlled, or directed by the supplier or the
5 supplier's marketing agent; (ii) must not have any financial
6 incentive to confirm supplier change requests for the supplier
7 or the supplier's marketing agent; and (iii) must operate in a
8 location physically separate from the supplier or the
9 supplier's marketing agent.

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

13 A supplier or supplier's sales representative initiating a
14 3-way conference call or a call through an automated
15 verification system must drop off the call once the 3-way
16 connection has been established.

17 All third-party verification methods shall elicit, at a
18 minimum, the following information: (i) the identity of the
19 subscriber; (ii) confirmation that the person on the call is
20 authorized to make the supplier change; (iii) confirmation that
21 the person on the call wants to make the supplier change; (iv)
22 the names of the suppliers affected by the change; (v) the
23 service address of the supply to be switched; and (vi) the
24 price of the service to be supplied and the material terms and
25 conditions of the service being offered, including whether any
26 early termination fees apply. Third-party verifiers may not

1 market the supplier's services by providing additional
2 information, including information regarding procedures to
3 block or otherwise freeze an account against further changes.

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

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

18 (1) the identity of the subscriber;

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

21 (3) confirmation that the person on the call wants to
22 make the supplier change;

23 (4) the names of the suppliers affected by the change;

24 (5) the service address of the supply to be switched;

25 and

26 (6) the price of the service to be supplied and the

1 material terms and conditions of the service being offered,
2 including whether any early termination fees apply.

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

6 (c-5) An electric supplier shall not automatically renew a
7 contract with a residential customer at a rate higher than the
8 initial term of the contract or automatically change or renew a
9 fixed rate contract to a variable rate contract. A residential
10 customer may agree to a contract renewal at a rate higher than
11 the initial term of the contract if the requirements in
12 paragraphs (iv) and (v) of subsection (a) of Section 16-115A of
13 the Public Utilities Act have been met and the residential
14 customer expressly consents to the contract renewal in writing
15 or by an electronic signature. A residential customer may void
16 a contract renewal or a variable rate contract if the
17 requirements in paragraphs (iv) and (v) of subsection (a) of
18 Section 16-115A of the Public Utilities Act have not been met.

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

26 (1) Require the violating electric service provider to

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

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

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

14 (4) Issue a cease and desist order.

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

18 (e) For purposes of this Section, "electric service
19 provider" shall have the meaning given that phrase in Section
20 6.5 of the Attorney General Act.

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

22 (815 ILCS 505/2DDD)

23 Sec. 2DDD. Alternative gas suppliers.

24 (a) Definitions.

25 (1) "Alternative gas supplier" has the same meaning as

1 in Section 19-105 of the Public Utilities Act.

2 (2) "Gas utility" has the same meaning as in Section
3 19-105 of the Public Utilities Act.

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

7 (c) Solicitation.

8 (1) An alternative gas supplier shall not misrepresent
9 the affiliation of any alternative supplier with the gas
10 utility, governmental bodies, or consumer groups.

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

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

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

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

23 (C) the alternative gas supplier's contact
24 information, including the address, phone number, and
25 website;

26 (D) contact information for the Illinois Commerce

1 Commission, including the toll-free number for
2 consumer complaints and website;

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

9 (F) the amount of the early termination fee, if
10 any.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 (A) the identity of the customer;

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

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

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

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

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

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

26 (3) The alternative gas supplier has obtained the

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

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

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

19 (A) the identity of the customer;

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

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

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

26 (E) the service address of the service to be

1 switched; and

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

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

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

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

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

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

25 (B) Any electronic version of the contract shall be
26 identified by version number, in order to ensure the

1 ability to verify the particular contract to which the
2 customer assents.

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

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

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

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

25 Alternative gas suppliers must be in compliance with the
26 provisions of this subsection (d) within 90 days after the

1 effective date of this amendatory Act of the 95th General
2 Assembly.

3 (d-5) A gas supplier shall not automatically renew a
4 contract with a residential customer at a rate higher than the
5 initial term of the contract or automatically change or renew a
6 fixed rate contract to a variable rate contract. A residential
7 customer may agree to a contract renewal at a higher rate than
8 the initial term of the contract if the requirements in
9 paragraphs (7) and (8) of subsection (b) of Section 19-115 of
10 the Public Utilities Act have been met and the residential
11 customer expressly consents to the contract renewal in writing
12 or by an electronic signature. A residential customer may void
13 a contract renewal or a variable rate contract if the
14 requirements in paragraphs (7) and (8) of subsection (b) of
15 Section 19-115 of the Public Utilities Act have not been met.

16 (e) Early Termination.

17 (1) Any agreement that contains an early termination
18 clause shall disclose the amount of the early termination
19 fee, provided that any early termination fee or penalty
20 shall not exceed \$50 total, regardless of whether or not
21 the agreement is a multiyear agreement.

22 (2) In any agreement that contains an early termination
23 clause, an alternative gas supplier shall provide the
24 customer the opportunity to terminate the agreement
25 without any termination fee or penalty within 10 business
26 days after the date of the first bill issued to the

1 customer for products or services provided by the
2 alternative gas supplier. The agreement shall disclose the
3 opportunity and provide a toll-free phone number that the
4 customer may call in order to terminate the agreement.

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

10 (1) that the gas utility shall send a notice confirming
11 the switch;

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

15 (3) that the customer may contact the gas utility or
16 the alternative gas supplier to rescind the switch within
17 10 business days; and

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

20 The alternative gas supplier disclosure shall be included
21 in its sales solicitations, contracts, and all applicable sales
22 verification scripts.

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

1 residential and small commercial customers.

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