

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 Illinois Banking Act is amended by changing  
5 Section 48.1 as follows:

6 (205 ILCS 5/48.1) (from Ch. 17, par. 360)

7 Sec. 48.1. Customer financial records; confidentiality.

8 (a) For the purpose of this Section, the term "financial  
9 records" means any original, any copy, or any summary of:

10 (1) a document granting signature authority over a  
11 deposit or account;

12 (2) a statement, ledger card or other record on any  
13 deposit or account, which shows each transaction in or with  
14 respect to that account;

15 (3) a check, draft or money order drawn on a bank or  
16 issued and payable by a bank; or

17 (4) any other item containing information pertaining  
18 to any relationship established in the ordinary course of a  
19 bank's business between a bank and its customer, including  
20 financial statements or other financial information  
21 provided by the customer.

22 (b) This Section does not prohibit:

23 (1) The preparation, examination, handling or

1 maintenance of any financial records by any officer,  
2 employee or agent of a bank having custody of the records,  
3 or the examination of the records by a certified public  
4 accountant engaged by the bank to perform an independent  
5 audit.

6 (2) The examination of any financial records by, or the  
7 furnishing of financial records by a bank to, any officer,  
8 employee or agent of (i) the Commissioner of Banks and Real  
9 Estate, (ii) after May 31, 1997, a state regulatory  
10 authority authorized to examine a branch of a State bank  
11 located in another state, (iii) the Comptroller of the  
12 Currency, (iv) the Federal Reserve Board, or (v) the  
13 Federal Deposit Insurance Corporation for use solely in the  
14 exercise of his duties as an officer, employee, or agent.

15 (3) The publication of data furnished from financial  
16 records relating to customers where the data cannot be  
17 identified to any particular customer or account.

18 (4) The making of reports or returns required under  
19 Chapter 61 of the Internal Revenue Code of 1986.

20 (5) Furnishing information concerning the dishonor of  
21 any negotiable instrument permitted to be disclosed under  
22 the Uniform Commercial Code.

23 (6) The exchange in the regular course of business of  
24 (i) credit information between a bank and other banks or  
25 financial institutions or commercial enterprises, directly  
26 or through a consumer reporting agency or (ii) financial

1 records or information derived from financial records  
2 between a bank and other banks or financial institutions or  
3 commercial enterprises for the purpose of conducting due  
4 diligence pursuant to a purchase or sale involving the bank  
5 or assets or liabilities of the bank.

6 (7) The furnishing of information to the appropriate  
7 law enforcement authorities where the bank reasonably  
8 believes it has been the victim of a crime.

9 (8) The furnishing of information under the Revised  
10 Uniform Unclaimed Property Act.

11 (9) The furnishing of information under the Illinois  
12 Income Tax Act and the Illinois Estate and  
13 Generation-Skipping Transfer Tax Act.

14 (10) The furnishing of information under the federal  
15 Currency and Foreign Transactions Reporting Act Title 31,  
16 United States Code, Section 1051 et seq.

17 (11) The furnishing of information under any other  
18 statute that by its terms or by regulations promulgated  
19 thereunder requires the disclosure of financial records  
20 other than by subpoena, summons, warrant, or court order.

21 (12) The furnishing of information about the existence  
22 of an account of a person to a judgment creditor of that  
23 person who has made a written request for that information.

24 (13) The exchange in the regular course of business of  
25 information between commonly owned banks in connection  
26 with a transaction authorized under paragraph (23) of

1 Section 5 and conducted at an affiliate facility.

2 (14) The furnishing of information in accordance with  
3 the federal Personal Responsibility and Work Opportunity  
4 Reconciliation Act of 1996. Any bank governed by this Act  
5 shall enter into an agreement for data exchanges with a  
6 State agency provided the State agency pays to the bank a  
7 reasonable fee not to exceed its actual cost incurred. A  
8 bank providing information in accordance with this item  
9 shall not be liable to any account holder or other person  
10 for any disclosure of information to a State agency, for  
11 encumbering or surrendering any assets held by the bank in  
12 response to a lien or order to withhold and deliver issued  
13 by a State agency, or for any other action taken pursuant  
14 to this item, including individual or mechanical errors,  
15 provided the action does not constitute gross negligence or  
16 willful misconduct. A bank shall have no obligation to  
17 hold, encumber, or surrender assets until it has been  
18 served with a subpoena, summons, warrant, court or  
19 administrative order, lien, or levy.

20 (15) The exchange in the regular course of business of  
21 information between a bank and any commonly owned affiliate  
22 of the bank, subject to the provisions of the Financial  
23 Institutions Insurance Sales Law.

24 (16) The furnishing of information to law enforcement  
25 authorities, the Illinois Department on Aging and its  
26 regional administrative and provider agencies, the

1 Department of Human Services Office of Inspector General,  
2 or public guardians: (i) upon subpoena by the investigatory  
3 entity or the guardian, or (ii) if there is suspicion by  
4 the bank that a customer who is an elderly person or person  
5 with a disability has been or may become the victim of  
6 financial exploitation. For the purposes of this item (16),  
7 the term: (i) "elderly person" means a person who is 60 or  
8 more years of age, (ii) "disabled person" means a person  
9 who has or reasonably appears to the bank to have a  
10 physical or mental disability that impairs his or her  
11 ability to seek or obtain protection from or prevent  
12 financial exploitation, and (iii) "financial exploitation"  
13 means tortious or illegal use of the assets or resources of  
14 an elderly or disabled person, and includes, without  
15 limitation, misappropriation of the elderly or disabled  
16 person's assets or resources by undue influence, breach of  
17 fiduciary relationship, intimidation, fraud, deception,  
18 extortion, or the use of assets or resources in any manner  
19 contrary to law. A bank or person furnishing information  
20 pursuant to this item (16) shall be entitled to the same  
21 rights and protections as a person furnishing information  
22 under the Adult Protective Services Act and the Illinois  
23 Domestic Violence Act of 1986.

24 (17) The disclosure of financial records or  
25 information as necessary to effect, administer, or enforce  
26 a transaction requested or authorized by the customer, or

1 in connection with:

2 (A) servicing or processing a financial product or  
3 service requested or authorized by the customer;

4 (B) maintaining or servicing a customer's account  
5 with the bank; or

6 (C) a proposed or actual securitization or  
7 secondary market sale (including sales of servicing  
8 rights) related to a transaction of a customer.

9 Nothing in this item (17), however, authorizes the sale  
10 of the financial records or information of a customer  
11 without the consent of the customer.

12 (18) The disclosure of financial records or  
13 information as necessary to protect against actual or  
14 potential fraud, unauthorized transactions, claims, or  
15 other liability.

16 (19)(a) The disclosure of financial records or  
17 information related to a private label credit program  
18 between a financial institution and a private label party  
19 in connection with that private label credit program. Such  
20 information is limited to outstanding balance, available  
21 credit, payment and performance and account history,  
22 product references, purchase information, and information  
23 related to the identity of the customer.

24 (20)(a) The furnishing of financial records of a  
25 customer to the Department to aid the Department's initial  
26 determination or subsequent re-determination of the

1 customer's eligibility for Medicaid and Medicaid long-term  
2 care benefits for long-term care services, provided that  
3 the bank receives the written consent and authorization of  
4 the customer, which shall:

5 (1) have the customer's signature notarized;

6 (2) be signed by at least one witness who certifies  
7 that he or she believes the customer to be of sound  
8 mind and memory;

9 (3) be tendered to the bank at the earliest  
10 practicable time following its execution,  
11 certification, and notarization;

12 (4) specifically limit the disclosure of the  
13 customer's financial records to the Department; and

14 (5) be in substantially the following form:

15 CUSTOMER CONSENT AND AUTHORIZATION

16 FOR RELEASE OF FINANCIAL RECORDS

17 I, ....., hereby authorize  
18 (Name of Customer)

19 .....  
20 (Name of Financial Institution)

21 .....  
22 (Address of Financial Institution)

1 to disclose the following financial records:

2 any and all information concerning my deposit, savings, money  
3 market, certificate of deposit, individual retirement,  
4 retirement plan, 401(k) plan, incentive plan, employee benefit  
5 plan, mutual fund and loan accounts (including, but not limited  
6 to, any indebtedness or obligation for which I am a  
7 co-borrower, co-obligor, guarantor, or surety), and any and all  
8 other accounts in which I have an interest and any other  
9 information regarding me in the possession of the Financial  
10 Institution,

11 to the Illinois Department of Human Services or the Illinois  
12 Department of Healthcare and Family Services, or both ("the  
13 Department"), for the following purpose(s):

14 to aid in the initial determination or re-determination by the  
15 State of Illinois of my eligibility for Medicaid long-term care  
16 benefits, pursuant to applicable law.

17 I understand that this Consent and Authorization may be revoked  
18 by me in writing at any time before my financial records, as  
19 described above, are disclosed, and that this Consent and  
20 Authorization is valid until the Financial Institution  
21 receives my written revocation. This Consent and Authorization



1 shall constitute valid authorization for the Department  
 2 identified above to inspect all such financial records set  
 3 forth above, and to request and receive copies of such  
 4 financial records from the Financial Institution (subject to  
 5 such records search and reproduction reimbursement policies as  
 6 the Financial Institution may have in place). An executed copy  
 7 of this Consent and Authorization shall be sufficient and as  
 8 good as the original and permission is hereby granted to honor  
 9 a photostatic or electronic copy of this Consent and  
 10 Authorization. Disclosure is strictly limited to the  
 11 Department identified above and no other person or entity shall  
 12 receive my financial records pursuant to this Consent and  
 13 Authorization. By signing this form, I agree to indemnify and  
 14 hold the Financial Institution harmless from any and all  
 15 claims, demands, and losses, including reasonable attorneys  
 16 fees and expenses, arising from or incurred in its reliance on  
 17 this Consent and Authorization. As used herein, "Customer"  
 18 shall mean "Member" if the Financial Institution is a credit  
 19 union.

20 ..... .....  
 21 (Date) (Signature of Customer)

22 .....  
 23 .....  
 24 (Address of Customer)

1 .....

2 (Customer's birth date)

3 (month/day/year)

4 The undersigned witness certifies that .....,  
5 known to me to be the same person whose name is subscribed as  
6 the customer to the foregoing Consent and Authorization,  
7 appeared before me and the notary public and acknowledged  
8 signing and delivering the instrument as his or her free and  
9 voluntary act for the uses and purposes therein set forth. I  
10 believe him or her to be of sound mind and memory. The  
11 undersigned witness also certifies that the witness is not an  
12 owner, operator, or relative of an owner or operator of a  
13 long-term care facility in which the customer is a patient or  
14 resident.

15 Dated: ..... ..

16 (Signature of Witness)

17 .....

18 (Print Name of Witness)

19 .....

20 .....

21 (Address of Witness)

1 State of Illinois)

2 ) ss.

3 County of .....)

4 The undersigned, a notary public in and for the above county  
5 and state, certifies that ....., known to me to be the  
6 same person whose name is subscribed as the customer to the  
7 foregoing Consent and Authorization, appeared before me  
8 together with the witness, ....., in person and  
9 acknowledged signing and delivering the instrument as the free  
10 and voluntary act of the customer for the uses and purposes  
11 therein set forth.

12 Dated: .....

13 Notary Public: .....

14 My commission expires: .....

15 (b) In no event shall the bank distribute the  
16 customer's financial records to the long-term care  
17 facility from which the customer seeks initial or  
18 continuing residency or long-term care services.

19 (c) A bank providing financial records of a customer in  
20 good faith relying on a consent and authorization executed  
21 and tendered in accordance with this paragraph (20) shall  
22 not be liable to the customer or any other person in

1 relation to the bank's disclosure of the customer's  
2 financial records to the Department. The customer signing  
3 the consent and authorization shall indemnify and hold the  
4 bank harmless that relies in good faith upon the consent  
5 and authorization and incurs a loss because of such  
6 reliance. The bank recovering under this indemnification  
7 provision shall also be entitled to reasonable attorney's  
8 fees and the expenses of recovery.

9 (d) A bank shall be reimbursed by the customer for all  
10 costs reasonably necessary and directly incurred in  
11 searching for, reproducing, and disclosing a customer's  
12 financial records required or requested to be produced  
13 pursuant to any consent and authorization executed under  
14 this paragraph (20). The requested financial records shall  
15 be delivered to the Department within 10 days after  
16 receiving a properly executed consent and authorization or  
17 at the earliest practicable time thereafter if the  
18 requested records cannot be delivered within 10 days, but  
19 delivery may be delayed until the final reimbursement of  
20 all costs is received by the bank. The bank may honor a  
21 photostatic or electronic copy of a properly executed  
22 consent and authorization.

23 (e) Nothing in this paragraph (20) shall impair,  
24 abridge, or abrogate the right of a customer to:

25 (1) directly disclose his or her financial records  
26 to the Department or any other person; or

1           (2) authorize his or her attorney or duly appointed  
2           agent to request and obtain the customer's financial  
3           records and disclose those financial records to the  
4           Department.

5           (f) For purposes of this paragraph (20), "Department"  
6           means the Department of Human Services and the Department  
7           of Healthcare and Family Services or any successor  
8           administrative agency of either agency.

9           (b) (1) For purposes of this paragraph (19) of  
10          subsection (b) of Section 48.1, a "private label credit  
11          program" means a credit program involving a financial  
12          institution and a private label party that is used by a  
13          customer of the financial institution and the private label  
14          party primarily for payment for goods or services sold,  
15          manufactured, or distributed by a private label party.

16          (2) For purposes of this paragraph (19) of subsection  
17          (b) of Section 48.1, a "private label party" means, with  
18          respect to a private label credit program, any of the  
19          following: a retailer, a merchant, a manufacturer, a trade  
20          group, or any such person's affiliate, subsidiary, member,  
21          agent, or service provider.

22          (c) Except as otherwise provided by this Act, a bank may  
23          not disclose to any person, except to the customer or his duly  
24          authorized agent, any financial records or financial  
25          information obtained from financial records relating to that  
26          customer of that bank unless:

1           (1) the customer has authorized disclosure to the  
2 person;

3           (2) the financial records are disclosed in response to  
4 a lawful subpoena, summons, warrant, citation to discover  
5 assets, or court order which meets the requirements of  
6 subsection (d) of this Section; or

7           (3) the bank is attempting to collect an obligation  
8 owed to the bank and the bank complies with the provisions  
9 of Section 2I of the Consumer Fraud and Deceptive Business  
10 Practices Act.

11           (d) A bank shall disclose financial records under paragraph  
12 (2) of subsection (c) of this Section under a lawful subpoena,  
13 summons, warrant, citation to discover assets, or court order  
14 only after the bank mails a copy of the subpoena, summons,  
15 warrant, citation to discover assets, or court order to the  
16 person establishing the relationship with the bank, if living,  
17 and, otherwise his personal representative, if known, at his  
18 last known address by first class mail, postage prepaid, unless  
19 the bank is specifically prohibited from notifying the person  
20 by order of court or by applicable State or federal law. A bank  
21 shall not mail a copy of a subpoena to any person pursuant to  
22 this subsection if the subpoena was issued by a grand jury  
23 under the Statewide Grand Jury Act.

24           (e) Any officer or employee of a bank who knowingly and  
25 willfully furnishes financial records in violation of this  
26 Section is guilty of a business offense and, upon conviction,

1 shall be fined not more than \$1,000.

2 (f) Any person who knowingly and willfully induces or  
3 attempts to induce any officer or employee of a bank to  
4 disclose financial records in violation of this Section is  
5 guilty of a business offense and, upon conviction, shall be  
6 fined not more than \$1,000.

7 (g) A bank shall be reimbursed for costs that are  
8 reasonably necessary and that have been directly incurred in  
9 searching for, reproducing, or transporting books, papers,  
10 records, or other data of a customer required or requested to  
11 be produced pursuant to a lawful subpoena, summons, warrant,  
12 citation to discover assets, or court order. The Commissioner  
13 shall determine the rates and conditions under which payment  
14 may be made.

15 (Source: P.A. 99-143, eff. 7-27-15; 100-22, eff. 1-1-18.)

16 Section 10. The Savings Bank Act is amended by changing  
17 Section 4013 as follows:

18 (205 ILCS 205/4013) (from Ch. 17, par. 7304-13)

19 Sec. 4013. Access to books and records; communication with  
20 members and shareholders.

21 (a) Every member or shareholder shall have the right to  
22 inspect books and records of the savings bank that pertain to  
23 his accounts. Otherwise, the right of inspection and  
24 examination of the books and records shall be limited as

1 provided in this Act, and no other person shall have access to  
2 the books and records nor shall be entitled to a list of the  
3 members or shareholders.

4 (b) For the purpose of this Section, the term "financial  
5 records" means any original, any copy, or any summary of (1) a  
6 document granting signature authority over a deposit or  
7 account; (2) a statement, ledger card, or other record on any  
8 deposit or account that shows each transaction in or with  
9 respect to that account; (3) a check, draft, or money order  
10 drawn on a savings bank or issued and payable by a savings  
11 bank; or (4) any other item containing information pertaining  
12 to any relationship established in the ordinary course of a  
13 savings bank's business between a savings bank and its  
14 customer, including financial statements or other financial  
15 information provided by the member or shareholder.

16 (c) This Section does not prohibit:

17 (1) The preparation, examination, handling, or  
18 maintenance of any financial records by any officer,  
19 employee, or agent of a savings bank having custody of  
20 records or examination of records by a certified public  
21 accountant engaged by the savings bank to perform an  
22 independent audit.

23 (2) The examination of any financial records by, or the  
24 furnishing of financial records by a savings bank to, any  
25 officer, employee, or agent of the Commissioner of Banks  
26 and Real Estate or the federal depository institution



1 regulator for use solely in the exercise of his duties as  
2 an officer, employee, or agent.

3 (3) The publication of data furnished from financial  
4 records relating to members or holders of capital where the  
5 data cannot be identified to any particular member,  
6 shareholder, or account.

7 (4) The making of reports or returns required under  
8 Chapter 61 of the Internal Revenue Code of 1986.

9 (5) Furnishing information concerning the dishonor of  
10 any negotiable instrument permitted to be disclosed under  
11 the Uniform Commercial Code.

12 (6) The exchange in the regular course of business of  
13 (i) credit information between a savings bank and other  
14 savings banks or financial institutions or commercial  
15 enterprises, directly or through a consumer reporting  
16 agency or (ii) financial records or information derived  
17 from financial records between a savings bank and other  
18 savings banks or financial institutions or commercial  
19 enterprises for the purpose of conducting due diligence  
20 pursuant to a purchase or sale involving the savings bank  
21 or assets or liabilities of the savings bank.

22 (7) The furnishing of information to the appropriate  
23 law enforcement authorities where the savings bank  
24 reasonably believes it has been the victim of a crime.

25 (8) The furnishing of information pursuant to the  
26 Revised Uniform Unclaimed Property Act.

1           (9) The furnishing of information pursuant to the  
2 Illinois Income Tax Act and the Illinois Estate and  
3 Generation-Skipping Transfer Tax Act.

4           (10) The furnishing of information pursuant to the  
5 federal Currency and Foreign Transactions Reporting Act,  
6 (Title 31, United States Code, Section 1051 et seq.).

7           (11) The furnishing of information pursuant to any  
8 other statute which by its terms or by regulations  
9 promulgated thereunder requires the disclosure of  
10 financial records other than by subpoena, summons,  
11 warrant, or court order.

12           (12) The furnishing of information in accordance with  
13 the federal Personal Responsibility and Work Opportunity  
14 Reconciliation Act of 1996. Any savings bank governed by  
15 this Act shall enter into an agreement for data exchanges  
16 with a State agency provided the State agency pays to the  
17 savings bank a reasonable fee not to exceed its actual cost  
18 incurred. A savings bank providing information in  
19 accordance with this item shall not be liable to any  
20 account holder or other person for any disclosure of  
21 information to a State agency, for encumbering or  
22 surrendering any assets held by the savings bank in  
23 response to a lien or order to withhold and deliver issued  
24 by a State agency, or for any other action taken pursuant  
25 to this item, including individual or mechanical errors,  
26 provided the action does not constitute gross negligence or

1 willful misconduct. A savings bank shall have no obligation  
2 to hold, encumber, or surrender assets until it has been  
3 served with a subpoena, summons, warrant, court or  
4 administrative order, lien, or levy.

5 (13) The furnishing of information to law enforcement  
6 authorities, the Illinois Department on Aging and its  
7 regional administrative and provider agencies, the  
8 Department of Human Services Office of Inspector General,  
9 or public guardians: (i) upon subpoena by the investigatory  
10 entity or the guardian, or (ii) if there is suspicion by  
11 the savings bank that a customer who is an elderly person  
12 or person with a disability has been or may become the  
13 victim of financial exploitation. For the purposes of this  
14 item (13), the term: (i) "elderly person" means a person  
15 who is 60 or more years of age, (ii) "person with a  
16 disability" means a person who has or reasonably appears to  
17 the savings bank to have a physical or mental disability  
18 that impairs his or her ability to seek or obtain  
19 protection from or prevent financial exploitation, and  
20 (iii) "financial exploitation" means tortious or illegal  
21 use of the assets or resources of an elderly person or  
22 person with a disability, and includes, without  
23 limitation, misappropriation of the assets or resources of  
24 the elderly person or person with a disability by undue  
25 influence, breach of fiduciary relationship, intimidation,  
26 fraud, deception, extortion, or the use of assets or

1 resources in any manner contrary to law. A savings bank or  
2 person furnishing information pursuant to this item (13)  
3 shall be entitled to the same rights and protections as a  
4 person furnishing information under the Adult Protective  
5 Services Act and the Illinois Domestic Violence Act of  
6 1986.

7 (14) The disclosure of financial records or  
8 information as necessary to effect, administer, or enforce  
9 a transaction requested or authorized by the member or  
10 holder of capital, or in connection with:

11 (A) servicing or processing a financial product or  
12 service requested or authorized by the member or holder  
13 of capital;

14 (B) maintaining or servicing an account of a member  
15 or holder of capital with the savings bank; or

16 (C) a proposed or actual securitization or  
17 secondary market sale (including sales of servicing  
18 rights) related to a transaction of a member or holder  
19 of capital.

20 Nothing in this item (14), however, authorizes the sale  
21 of the financial records or information of a member or  
22 holder of capital without the consent of the member or  
23 holder of capital.

24 (15) The exchange in the regular course of business of  
25 information between a savings bank and any commonly owned  
26 affiliate of the savings bank, subject to the provisions of

1 the Financial Institutions Insurance Sales Law.

2 (16) The disclosure of financial records or  
3 information as necessary to protect against or prevent  
4 actual or potential fraud, unauthorized transactions,  
5 claims, or other liability.

6 (17) (a) The disclosure of financial records or  
7 information related to a private label credit program  
8 between a financial institution and a private label party  
9 in connection with that private label credit program. Such  
10 information is limited to outstanding balance, available  
11 credit, payment and performance and account history,  
12 product references, purchase information, and information  
13 related to the identity of the customer.

14 (b) (1) For purposes of this paragraph (17) of  
15 subsection (c) of Section 4013, a "private label credit  
16 program" means a credit program involving a financial  
17 institution and a private label party that is used by a  
18 customer of the financial institution and the private label  
19 party primarily for payment for goods or services sold,  
20 manufactured, or distributed by a private label party.

21 (2) For purposes of this paragraph (17) of subsection  
22 (c) of Section 4013, a "private label party" means, with  
23 respect to a private label credit program, any of the  
24 following: a retailer, a merchant, a manufacturer, a trade  
25 group, or any such person's affiliate, subsidiary, member,  
26 agent, or service provider.

1           (18) (a) The furnishing of financial records of a  
 2           customer to the Department to aid the Department's initial  
 3           determination or subsequent re-determination of the  
 4           customer's eligibility for Medicaid and Medicaid long-term  
 5           care benefits for long-term care services, provided that  
 6           the savings bank receives the written consent and  
 7           authorization of the customer, which shall:

- 8                   (1) have the customer's signature notarized;  
 9                   (2) be signed by at least one witness who certifies  
 10                  that he or she believes the customer to be of sound  
 11                  mind and memory;  
 12                   (3) be tendered to the savings bank at the earliest  
 13                  practicable time following its execution,  
 14                  certification, and notarization;  
 15                   (4) specifically limit the disclosure of the  
 16                  customer's financial records to the Department; and  
 17                   (5) be in substantially the following form:

18                           CUSTOMER CONSENT AND AUTHORIZATION  
 19                           FOR RELEASE OF FINANCIAL RECORDS

20           I, ....., hereby authorize  
 21                   (Name of Customer)

22           .....  
 23           (Name of Financial Institution)

1 .....

2 (Address of Financial Institution)

3 to disclose the following financial records:

4 any and all information concerning my deposit, savings, money  
5 market, certificate of deposit, individual retirement,  
6 retirement plan, 401(k) plan, incentive plan, employee benefit  
7 plan, mutual fund and loan accounts (including, but not limited  
8 to, any indebtedness or obligation for which I am a  
9 co-borrower, co-obligor, guarantor, or surety), and any and all  
10 other accounts in which I have an interest and any other  
11 information regarding me in the possession of the Financial  
12 Institution,

13 to the Illinois Department of Human Services or the Illinois  
14 Department of Healthcare and Family Services, or both ("the  
15 Department"), for the following purpose(s):

16 to aid in the initial determination or re-determination by the  
17 State of Illinois of my eligibility for Medicaid long-term care  
18 benefits, pursuant to applicable law.

19 I understand that this Consent and Authorization may be revoked  
20 by me in writing at any time before my financial records, as

1 described above, are disclosed, and that this Consent and  
2 Authorization is valid until the Financial Institution  
3 receives my written revocation. This Consent and Authorization  
4 shall constitute valid authorization for the Department  
5 identified above to inspect all such financial records set  
6 forth above, and to request and receive copies of such  
7 financial records from the Financial Institution (subject to  
8 such records search and reproduction reimbursement policies as  
9 the Financial Institution may have in place). An executed copy  
10 of this Consent and Authorization shall be sufficient and as  
11 good as the original and permission is hereby granted to honor  
12 a photostatic or electronic copy of this Consent and  
13 Authorization. Disclosure is strictly limited to the  
14 Department identified above and no other person or entity shall  
15 receive my financial records pursuant to this Consent and  
16 Authorization. By signing this form, I agree to indemnify and  
17 hold the Financial Institution harmless from any and all  
18 claims, demands, and losses, including reasonable attorneys  
19 fees and expenses, arising from or incurred in its reliance on  
20 this Consent and Authorization. As used herein, "Customer"  
21 shall mean "Member" if the Financial Institution is a credit  
22 union.

23 ..... .....

24 (Date) (Signature of Customer)



1 .....

2 .....

3 (Address of Customer)

4 .....

5 (Customer's birth date)

6 (month/day/year)

7 The undersigned witness certifies that .....,  
8 known to me to be the same person whose name is subscribed as  
9 the customer to the foregoing Consent and Authorization,  
10 appeared before me and the notary public and acknowledged  
11 signing and delivering the instrument as his or her free and  
12 voluntary act for the uses and purposes therein set forth. I  
13 believe him or her to be of sound mind and memory. The  
14 undersigned witness also certifies that the witness is not an  
15 owner, operator, or relative of an owner or operator of a  
16 long-term care facility in which the customer is a patient or  
17 resident.

18 Dated: ..... ..

19 (Signature of Witness)

20 .....

21 (Print Name of Witness)

1 .....

2 .....

3 (Address of Witness)

4 State of Illinois)

5 ) ss.

6 County of .....)

7 The undersigned, a notary public in and for the above county  
8 and state, certifies that ....., known to me to be the  
9 same person whose name is subscribed as the customer to the  
10 foregoing Consent and Authorization, appeared before me  
11 together with the witness, ....., in person and  
12 acknowledged signing and delivering the instrument as the free  
13 and voluntary act of the customer for the uses and purposes  
14 therein set forth.

15 Dated: .....

16 Notary Public: .....

17 My commission expires: .....

18 (b) In no event shall the savings bank distribute the  
19 customer's financial records to the long-term care  
20 facility from which the customer seeks initial or  
21 continuing residency or long-term care services.

22 (c) A savings bank providing financial records of a

1 customer in good faith relying on a consent and  
2 authorization executed and tendered in accordance with  
3 this paragraph (18) shall not be liable to the customer or  
4 any other person in relation to the savings bank's  
5 disclosure of the customer's financial records to the  
6 Department. The customer signing the consent and  
7 authorization shall indemnify and hold the savings bank  
8 harmless that relies in good faith upon the consent and  
9 authorization and incurs a loss because of such reliance.  
10 The savings bank recovering under this indemnification  
11 provision shall also be entitled to reasonable attorney's  
12 fees and the expenses of recovery.

13 (d) A savings bank shall be reimbursed by the customer  
14 for all costs reasonably necessary and directly incurred in  
15 searching for, reproducing, and disclosing a customer's  
16 financial records required or requested to be produced  
17 pursuant to any consent and authorization executed under  
18 this paragraph (18). The requested financial records shall  
19 be delivered to the Department within 10 days after  
20 receiving a properly executed consent and authorization or  
21 at the earliest practicable time thereafter if the  
22 requested records cannot be delivered within 10 days, but  
23 delivery may be delayed until the final reimbursement of  
24 all costs is received by the savings bank. The savings bank  
25 may honor a photostatic or electronic copy of a properly  
26 executed consent and authorization.

1           (e) Nothing in this paragraph (18) shall impair,  
2           abridge, or abrogate the right of a customer to:

3                   (1) directly disclose his or her financial records  
4                   to the Department or any other person; or

5                   (2) authorize his or her attorney or duly appointed  
6                   agent to request and obtain the customer's financial  
7                   records and disclose those financial records to the  
8                   Department.

9           (f) For purposes of this paragraph (18), "Department"  
10           means the Department of Human Services and the Department  
11           of Healthcare and Family Services or any successor  
12           administrative agency of either agency.

13           (d) A savings bank may not disclose to any person, except  
14           to the member or holder of capital or his duly authorized  
15           agent, any financial records relating to that member or  
16           shareholder of the savings bank unless:

17                   (1) the member or shareholder has authorized  
18                   disclosure to the person; or

19                   (2) the financial records are disclosed in response to  
20                   a lawful subpoena, summons, warrant, citation to discover  
21                   assets, or court order that meets the requirements of  
22                   subsection (e) of this Section.

23           (e) A savings bank shall disclose financial records under  
24           subsection (d) of this Section pursuant to a lawful subpoena,  
25           summons, warrant, citation to discover assets, or court order  
26           only after the savings bank mails a copy of the subpoena,

1 summons, warrant, citation to discover assets, or court order  
2 to the person establishing the relationship with the savings  
3 bank, if living, and otherwise, his personal representative, if  
4 known, at his last known address by first class mail, postage  
5 prepaid, unless the savings bank is specifically prohibited  
6 from notifying the person by order of court.

7 (f) Any officer or employee of a savings bank who knowingly  
8 and willfully furnishes financial records in violation of this  
9 Section is guilty of a business offense and, upon conviction,  
10 shall be fined not more than \$1,000.

11 (g) Any person who knowingly and willfully induces or  
12 attempts to induce any officer or employee of a savings bank to  
13 disclose financial records in violation of this Section is  
14 guilty of a business offense and, upon conviction, shall be  
15 fined not more than \$1,000.

16 (h) If any member or shareholder desires to communicate  
17 with the other members or shareholders of the savings bank with  
18 reference to any question pending or to be presented at an  
19 annual or special meeting, the savings bank shall give that  
20 person, upon request, a statement of the approximate number of  
21 members or shareholders entitled to vote at the meeting and an  
22 estimate of the cost of preparing and mailing the  
23 communication. The requesting member shall submit the  
24 communication to the Commissioner who, upon finding it to be  
25 appropriate and truthful, shall direct that it be prepared and  
26 mailed to the members upon the requesting member's or

1 shareholder's payment or adequate provision for payment of the  
2 expenses of preparation and mailing.

3 (i) A savings bank shall be reimbursed for costs that are  
4 necessary and that have been directly incurred in searching  
5 for, reproducing, or transporting books, papers, records, or  
6 other data of a customer required to be reproduced pursuant to  
7 a lawful subpoena, warrant, citation to discover assets, or  
8 court order.

9 (j) Notwithstanding the provisions of this Section, a  
10 savings bank may sell or otherwise make use of lists of  
11 customers' names and addresses. All other information  
12 regarding a customer's account is subject to the disclosure  
13 provisions of this Section. At the request of any customer,  
14 that customer's name and address shall be deleted from any list  
15 that is to be sold or used in any other manner beyond  
16 identification of the customer's accounts.

17 (Source: P.A. 99-143, eff. 7-27-15; 100-22, eff. 1-1-18;  
18 100-201, eff. 8-18-17.)

19 Section 15. The Illinois Credit Union Act is amended by  
20 changing Section 10 as follows:

21 (205 ILCS 305/10) (from Ch. 17, par. 4411)

22 Sec. 10. Credit union records; member financial records.

23 (1) A credit union shall establish and maintain books,  
24 records, accounting systems and procedures which accurately

1 reflect its operations and which enable the Department to  
2 readily ascertain the true financial condition of the credit  
3 union and whether it is complying with this Act.

4 (2) A photostatic or photographic reproduction of any  
5 credit union records shall be admissible as evidence of  
6 transactions with the credit union.

7 (3) (a) For the purpose of this Section, the term "financial  
8 records" means any original, any copy, or any summary of (1) a  
9 document granting signature authority over an account, (2) a  
10 statement, ledger card or other record on any account which  
11 shows each transaction in or with respect to that account, (3)  
12 a check, draft or money order drawn on a financial institution  
13 or other entity or issued and payable by or through a financial  
14 institution or other entity, or (4) any other item containing  
15 information pertaining to any relationship established in the  
16 ordinary course of business between a credit union and its  
17 member, including financial statements or other financial  
18 information provided by the member.

19 (b) This Section does not prohibit:

20 (1) The preparation, examination, handling or  
21 maintenance of any financial records by any officer,  
22 employee or agent of a credit union having custody of such  
23 records, or the examination of such records by a certified  
24 public accountant engaged by the credit union to perform an  
25 independent audit.

26 (2) The examination of any financial records by or the

1           furnishing of financial records by a credit union to any  
2           officer, employee or agent of the Department, the National  
3           Credit Union Administration, Federal Reserve board or any  
4           insurer of share accounts for use solely in the exercise of  
5           his duties as an officer, employee or agent.

6           (3) The publication of data furnished from financial  
7           records relating to members where the data cannot be  
8           identified to any particular customer of account.

9           (4) The making of reports or returns required under  
10          Chapter 61 of the Internal Revenue Code of 1954.

11          (5) Furnishing information concerning the dishonor of  
12          any negotiable instrument permitted to be disclosed under  
13          the Uniform Commercial Code.

14          (6) The exchange in the regular course of business of  
15          (i) credit information between a credit union and other  
16          credit unions or financial institutions or commercial  
17          enterprises, directly or through a consumer reporting  
18          agency or (ii) financial records or information derived  
19          from financial records between a credit union and other  
20          credit unions or financial institutions or commercial  
21          enterprises for the purpose of conducting due diligence  
22          pursuant to a merger or a purchase or sale of assets or  
23          liabilities of the credit union.

24          (7) The furnishing of information to the appropriate  
25          law enforcement authorities where the credit union  
26          reasonably believes it has been the victim of a crime.



1           (8) The furnishing of information pursuant to the  
2 Revised Uniform Unclaimed Property Act.

3           (9) The furnishing of information pursuant to the  
4 Illinois Income Tax Act and the Illinois Estate and  
5 Generation-Skipping Transfer Tax Act.

6           (10) The furnishing of information pursuant to the  
7 federal "Currency and Foreign Transactions Reporting Act",  
8 Title 31, United States Code, Section 1051 et sequentia.

9           (11) The furnishing of information pursuant to any  
10 other statute which by its terms or by regulations  
11 promulgated thereunder requires the disclosure of  
12 financial records other than by subpoena, summons, warrant  
13 or court order.

14           (12) The furnishing of information in accordance with  
15 the federal Personal Responsibility and Work Opportunity  
16 Reconciliation Act of 1996. Any credit union governed by  
17 this Act shall enter into an agreement for data exchanges  
18 with a State agency provided the State agency pays to the  
19 credit union a reasonable fee not to exceed its actual cost  
20 incurred. A credit union providing information in  
21 accordance with this item shall not be liable to any  
22 account holder or other person for any disclosure of  
23 information to a State agency, for encumbering or  
24 surrendering any assets held by the credit union in  
25 response to a lien or order to withhold and deliver issued  
26 by a State agency, or for any other action taken pursuant

1 to this item, including individual or mechanical errors,  
2 provided the action does not constitute gross negligence or  
3 willful misconduct. A credit union shall have no obligation  
4 to hold, encumber, or surrender assets until it has been  
5 served with a subpoena, summons, warrant, court or  
6 administrative order, lien, or levy.

7 (13) The furnishing of information to law enforcement  
8 authorities, the Illinois Department on Aging and its  
9 regional administrative and provider agencies, the  
10 Department of Human Services Office of Inspector General,  
11 or public guardians: (i) upon subpoena by the investigatory  
12 entity or the guardian, or (ii) if there is suspicion by  
13 the credit union that a member who is an elderly person or  
14 person with a disability has been or may become the victim  
15 of financial exploitation. For the purposes of this item  
16 (13), the term: (i) "elderly person" means a person who is  
17 60 or more years of age, (ii) "person with a disability"  
18 means a person who has or reasonably appears to the credit  
19 union to have a physical or mental disability that impairs  
20 his or her ability to seek or obtain protection from or  
21 prevent financial exploitation, and (iii) "financial  
22 exploitation" means tortious or illegal use of the assets  
23 or resources of an elderly person or person with a  
24 disability, and includes, without limitation,  
25 misappropriation of the elderly or disabled person's  
26 assets or resources by undue influence, breach of fiduciary

1 relationship, intimidation, fraud, deception, extortion,  
2 or the use of assets or resources in any manner contrary to  
3 law. A credit union or person furnishing information  
4 pursuant to this item (13) shall be entitled to the same  
5 rights and protections as a person furnishing information  
6 under the Adult Protective Services Act and the Illinois  
7 Domestic Violence Act of 1986.

8 (14) The disclosure of financial records or  
9 information as necessary to effect, administer, or enforce  
10 a transaction requested or authorized by the member, or in  
11 connection with:

12 (A) servicing or processing a financial product or  
13 service requested or authorized by the member;

14 (B) maintaining or servicing a member's account  
15 with the credit union; or

16 (C) a proposed or actual securitization or  
17 secondary market sale (including sales of servicing  
18 rights) related to a transaction of a member.

19 Nothing in this item (14), however, authorizes the sale  
20 of the financial records or information of a member without  
21 the consent of the member.

22 (15) The disclosure of financial records or  
23 information as necessary to protect against or prevent  
24 actual or potential fraud, unauthorized transactions,  
25 claims, or other liability.

26 (16) (a) The disclosure of financial records or

1 information related to a private label credit program  
2 between a financial institution and a private label party  
3 in connection with that private label credit program. Such  
4 information is limited to outstanding balance, available  
5 credit, payment and performance and account history,  
6 product references, purchase information, and information  
7 related to the identity of the customer.

8 (b) (1) For purposes of this paragraph (16) of  
9 subsection (b) of Section 10, a "private label credit  
10 program" means a credit program involving a financial  
11 institution and a private label party that is used by a  
12 customer of the financial institution and the private label  
13 party primarily for payment for goods or services sold,  
14 manufactured, or distributed by a private label party.

15 (2) For purposes of this paragraph (16) of subsection  
16 (b) of Section 10, a "private label party" means, with  
17 respect to a private label credit program, any of the  
18 following: a retailer, a merchant, a manufacturer, a trade  
19 group, or any such person's affiliate, subsidiary, member,  
20 agent, or service provider.

21 (17) (a) The furnishing of financial records of a member  
22 to the Department to aid the Department's initial  
23 determination or subsequent re-determination of the  
24 member's eligibility for Medicaid and Medicaid long-term  
25 care benefits for long-term care services, provided that  
26 the credit union receives the written consent and

1 authorization of the member, which shall:

2 (1) have the member's signature notarized;

3 (2) be signed by at least one witness who certifies  
4 that he or she believes the member to be of sound mind  
5 and memory;

6 (3) be tendered to the credit union at the earliest  
7 practicable time following its execution,  
8 certification, and notarization;

9 (4) specifically limit the disclosure of the  
10 member's financial records to the Department; and

11 (5) be in substantially the following form:

12 CUSTOMER CONSENT AND AUTHORIZATION

13 FOR RELEASE OF FINANCIAL RECORDS

14 I, ....., hereby authorize  
15 (Name of Customer)

16 .....  
17 (Name of Financial Institution)

18 .....  
19 (Address of Financial Institution)

20 to disclose the following financial records:

1 any and all information concerning my deposit, savings, money  
2 market, certificate of deposit, individual retirement,  
3 retirement plan, 401(k) plan, incentive plan, employee benefit  
4 plan, mutual fund and loan accounts (including, but not limited  
5 to, any indebtedness or obligation for which I am a  
6 co-borrower, co-obligor, guarantor, or surety), and any and all  
7 other accounts in which I have an interest and any other  
8 information regarding me in the possession of the Financial  
9 Institution,

10 to the Illinois Department of Human Services or the Illinois  
11 Department of Healthcare and Family Services, or both ("the  
12 Department"), for the following purpose(s):

13 to aid in the initial determination or re-determination by the  
14 State of Illinois of my eligibility for Medicaid long-term care  
15 benefits, pursuant to applicable law.

16 I understand that this Consent and Authorization may be revoked  
17 by me in writing at any time before my financial records, as  
18 described above, are disclosed, and that this Consent and  
19 Authorization is valid until the Financial Institution  
20 receives my written revocation. This Consent and Authorization  
21 shall constitute valid authorization for the Department  
22 identified above to inspect all such financial records set  
23 forth above, and to request and receive copies of such

1 financial records from the Financial Institution (subject to  
2 such records search and reproduction reimbursement policies as  
3 the Financial Institution may have in place). An executed copy  
4 of this Consent and Authorization shall be sufficient and as  
5 good as the original and permission is hereby granted to honor  
6 a photostatic or electronic copy of this Consent and  
7 Authorization. Disclosure is strictly limited to the  
8 Department identified above and no other person or entity shall  
9 receive my financial records pursuant to this Consent and  
10 Authorization. By signing this form, I agree to indemnify and  
11 hold the Financial Institution harmless from any and all  
12 claims, demands, and losses, including reasonable attorneys  
13 fees and expenses, arising from or incurred in its reliance on  
14 this Consent and Authorization. As used herein, "Customer"  
15 shall mean "Member" if the Financial Institution is a credit  
16 union.

17 ..... .....  
18 (Date) (Signature of Customer)

19 .....  
20 .....  
21 (Address of Customer)

22 .....  
23 (Customer's birth date)

1 (month/day/year)

2 The undersigned witness certifies that .....,  
3 known to me to be the same person whose name is subscribed as  
4 the customer to the foregoing Consent and Authorization,  
5 appeared before me and the notary public and acknowledged  
6 signing and delivering the instrument as his or her free and  
7 voluntary act for the uses and purposes therein set forth. I  
8 believe him or her to be of sound mind and memory. The  
9 undersigned witness also certifies that the witness is not an  
10 owner, operator, or relative of an owner or operator of a  
11 long-term care facility in which the customer is a patient or  
12 resident.

13 Dated: .....

14 (Signature of Witness)

15 .....

16 (Print Name of Witness)

17 .....

18 .....

19 (Address of Witness)

20 State of Illinois)

21 ) ss.



1 County of .....)

2 The undersigned, a notary public in and for the above county  
3 and state, certifies that ....., known to me to be the  
4 same person whose name is subscribed as the customer to the  
5 foregoing Consent and Authorization, appeared before me  
6 together with the witness, ....., in person and  
7 acknowledged signing and delivering the instrument as the free  
8 and voluntary act of the customer for the uses and purposes  
9 therein set forth.

10 Dated: .....

11 Notary Public: .....

12 My commission expires: .....

13 (b) In no event shall the credit union distribute the  
14 member's financial records to the long-term care facility  
15 from which the member seeks initial or continuing residency  
16 or long-term care services.

17 (c) A credit union providing financial records of a  
18 member in good faith relying on a consent and authorization  
19 executed and tendered in accordance with this subparagraph  
20 (17) shall not be liable to the member or any other person  
21 in relation to the credit union's disclosure of the  
22 member's financial records to the Department. The member  
23 signing the consent and authorization shall indemnify and

1 hold the credit union harmless that relies in good faith  
2 upon the consent and authorization and incurs a loss  
3 because of such reliance. The credit union recovering under  
4 this indemnification provision shall also be entitled to  
5 reasonable attorney's fees and the expenses of recovery.

6 (d) A credit union shall be reimbursed by the member  
7 for all costs reasonably necessary and directly incurred in  
8 searching for, reproducing, and disclosing a member's  
9 financial records required or requested to be produced  
10 pursuant to any consent and authorization executed under  
11 this subparagraph (17). The requested financial records  
12 shall be delivered to the Department within 10 days after  
13 receiving a properly executed consent and authorization or  
14 at the earliest practicable time thereafter if the  
15 requested records cannot be delivered within 10 days, but  
16 delivery may be delayed until the final reimbursement of  
17 all costs is received by the credit union. The credit union  
18 may honor a photostatic or electronic copy of a properly  
19 executed consent and authorization.

20 (e) Nothing in this subparagraph (17) shall impair,  
21 abridge, or abrogate the right of a member to:

22 (1) directly disclose his or her financial records  
23 to the Department or any other person; or

24 (2) authorize his or her attorney or duly appointed  
25 agent to request and obtain the member's financial  
26 records and disclose those financial records to the

1           Department.

2           (f) For purposes of this subparagraph (17),  
3           "Department" means the Department of Human Services and the  
4           Department of Healthcare and Family Services or any  
5           successor administrative agency of either agency.

6           (c) Except as otherwise provided by this Act, a credit  
7           union may not disclose to any person, except to the member or  
8           his duly authorized agent, any financial records relating to  
9           that member of the credit union unless:

10           (1) the member has authorized disclosure to the person;

11           (2) the financial records are disclosed in response to  
12           a lawful subpoena, summons, warrant, citation to discover  
13           assets, or court order that meets the requirements of  
14           subparagraph (d) of this Section; or

15           (3) the credit union is attempting to collect an  
16           obligation owed to the credit union and the credit union  
17           complies with the provisions of Section 2I of the Consumer  
18           Fraud and Deceptive Business Practices Act.

19           (d) A credit union shall disclose financial records under  
20           subparagraph (c)(2) of this Section pursuant to a lawful  
21           subpoena, summons, warrant, citation to discover assets, or  
22           court order only after the credit union mails a copy of the  
23           subpoena, summons, warrant, citation to discover assets, or  
24           court order to the person establishing the relationship with  
25           the credit union, if living, and otherwise his personal  
26           representative, if known, at his last known address by first

1 class mail, postage prepaid unless the credit union is  
2 specifically prohibited from notifying the person by order of  
3 court or by applicable State or federal law. In the case of a  
4 grand jury subpoena, a credit union shall not mail a copy of a  
5 subpoena to any person pursuant to this subsection if the  
6 subpoena was issued by a grand jury under the Statewide Grand  
7 Jury Act or notifying the person would constitute a violation  
8 of the federal Right to Financial Privacy Act of 1978.

9 (e)(1) Any officer or employee of a credit union who  
10 knowingly and wilfully furnishes financial records in  
11 violation of this Section is guilty of a business offense and  
12 upon conviction thereof shall be fined not more than \$1,000.

13 (2) Any person who knowingly and wilfully induces or  
14 attempts to induce any officer or employee of a credit union to  
15 disclose financial records in violation of this Section is  
16 guilty of a business offense and upon conviction thereof shall  
17 be fined not more than \$1,000.

18 (f) A credit union shall be reimbursed for costs which are  
19 reasonably necessary and which have been directly incurred in  
20 searching for, reproducing or transporting books, papers,  
21 records or other data of a member required or requested to be  
22 produced pursuant to a lawful subpoena, summons, warrant,  
23 citation to discover assets, or court order. The Secretary and  
24 the Director may determine, by rule, the rates and conditions  
25 under which payment shall be made. Delivery of requested  
26 documents may be delayed until final reimbursement of all costs

1 is received.

2 (Source: P.A. 99-143, eff. 7-27-15; 100-22, eff. 1-1-18.)

3 Section 99. Effective date. This Act takes effect January  
4 1, 2019.