



Sen. John G. Mulroe

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10000SB2385sam001

LRB100 17898 XWW 39310 a

1 AMENDMENT TO SENATE BILL 2385

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 2385 by replacing  
3 everything after the enacting clause with the following:

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

1           (4) any other item containing information pertaining  
2 to any relationship established in the ordinary course of a  
3 bank's business between a bank and its customer, including  
4 financial statements or other financial information  
5 provided by the customer.

6           (b) This Section does not prohibit:

7           (1) The preparation, examination, handling or  
8 maintenance of any financial records by any officer,  
9 employee or agent of a bank having custody of the records,  
10 or the examination of the records by a certified public  
11 accountant engaged by the bank to perform an independent  
12 audit.

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

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

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

1           (5) Furnishing information concerning the dishonor of  
2 any negotiable instrument permitted to be disclosed under  
3 the Uniform Commercial Code.

4           (6) The exchange in the regular course of business of  
5 (i) credit information between a bank and other banks or  
6 financial institutions or commercial enterprises, directly  
7 or through a consumer reporting agency or (ii) financial  
8 records or information derived from financial records  
9 between a bank and other banks or financial institutions or  
10 commercial enterprises for the purpose of conducting due  
11 diligence pursuant to a purchase or sale involving the bank  
12 or assets or liabilities of the bank.

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

16           (8) The furnishing of information under the Revised  
17 Uniform Unclaimed Property Act.

18           (9) The furnishing of information under the Illinois  
19 Income Tax Act and the Illinois Estate and  
20 Generation-Skipping Transfer Tax Act.

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

24           (11) The furnishing of information under any other  
25 statute that by its terms or by regulations promulgated  
26 thereunder requires the disclosure of financial records

1 other than by subpoena, summons, warrant, or court order.

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

5 (13) The exchange in the regular course of business of  
6 information between commonly owned banks in connection  
7 with a transaction authorized under paragraph (23) of  
8 Section 5 and conducted at an affiliate facility.

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

1           (15) The exchange in the regular course of business of  
2 information between a bank and any commonly owned affiliate  
3 of the bank, subject to the provisions of the Financial  
4 Institutions Insurance Sales Law.

5           (16) 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 bank that a customer who is an elderly person or person  
12 with a disability has been or may become the victim of  
13 financial exploitation. For the purposes of this item (16),  
14 the term: (i) "elderly person" means a person who is 60 or  
15 more years of age, (ii) "disabled person" means a person  
16 who has or reasonably appears to the bank to have a  
17 physical or mental disability that impairs his or her  
18 ability to seek or obtain protection from or prevent  
19 financial exploitation, and (iii) "financial exploitation"  
20 means tortious or illegal use of the assets or resources of  
21 an elderly or disabled person, and includes, without  
22 limitation, misappropriation of the elderly or disabled  
23 person's assets or resources by undue influence, breach of  
24 fiduciary relationship, intimidation, fraud, deception,  
25 extortion, or the use of assets or resources in any manner  
26 contrary to law. A bank or person furnishing information

1           pursuant to this item (16) shall be entitled to the same  
2           rights and protections as a person furnishing information  
3           under the Adult Protective Services Act and the Illinois  
4           Domestic Violence Act of 1986.

5           (17)    The disclosure of financial records or  
6           information as necessary to effect, administer, or enforce  
7           a transaction requested or authorized by the customer, or  
8           in connection with:

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

11                   (B) maintaining or servicing a customer's account  
12                   with the bank; or

13                   (C) a proposed or actual securitization or  
14                   secondary market sale (including sales of servicing  
15                   rights) related to a transaction of a customer.

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

19           (18)    The disclosure of financial records or  
20           information as necessary to protect against actual or  
21           potential fraud, unauthorized transactions, claims, or  
22           other liability.

23           (19) (a) The disclosure of financial records or  
24           information related to a private label credit program  
25           between a financial institution and a private label party  
26           in connection with that private label credit program. Such

1 information is limited to outstanding balance, available  
2 credit, payment and performance and account history,  
3 product references, purchase information, and information  
4 related to the identity of the customer.

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

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

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

16 (3) be tendered to the bank at the earliest  
17 practicable time following its execution,  
18 certification, and notarization;

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

21 (5) be in substantially the following form:

22 CUSTOMER CONSENT AND AUTHORIZATION  
23 FOR RELEASE OF FINANCIAL RECORDS

24 I, ....., hereby authorize

1           (Name of Customer)

2           .....

3           (Name of Financial Institution)

4           .....

5           (Address of Financial Institution)

6           to disclose the following financial records:

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

16           to the Illinois Department of Human Services or the Illinois  
17           Department of Healthcare and Family Services ("the  
18           Department"), or both, for the following purpose(s):

19           to aid in the initial determination or re-determination by the  
20           State of Illinois of my eligibility for Medicaid long-term care



1 benefits, pursuant to applicable law.

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

1 ..... .....

2 (Date) (Signature of Customer)

3 .....

4 .....

5 (Address of Customer)

6 .....

7 (Customer's birth date)

8 (month/day/year)

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

20 Dated: ..... .....

21 (Signature of Witness)

1 .....  
2 (Print Name of Witness)

3 .....  
4 .....  
5 (Address of Witness)

6 State of Illinois)  
7 ) ss.  
8 County of .....

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

17 Dated: .....  
18 Notary Public: .....  
19 My commission expires: .....

20 (b) In no event shall the bank distribute the  
21 customer's financial records to the long-term care

1 facility from which the customer seeks initial or  
2 continuing residency or long-term care services.

3 (c) A bank providing financial records of a customer in  
4 good faith relying on a consent and authorization executed  
5 and tendered in accordance with this paragraph (20) shall  
6 not be liable to the customer or any other person in  
7 relation to the bank's disclosure of the customer's  
8 financial records to the Department. The customer signing  
9 the consent and authorization shall indemnify and hold the  
10 bank harmless that relies in good faith upon the consent  
11 and authorization and incurs a loss because of such  
12 reliance. The bank recovering under this indemnification  
13 provision shall also be entitled to reasonable attorney's  
14 fees and the expenses of recovery.

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

1 photostatic or electronic copy of a properly executed  
2 consent and authorization.

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

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

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

11 (f) For purposes of this paragraph (20), "Department"  
12 means the Department of Human Services and the Department  
13 of Healthcare and Family Services or any successor  
14 administrative agency of either agency.

15 (b) (1) For purposes of this paragraph (19) of  
16 subsection (b) of Section 48.1, a "private label credit  
17 program" means a credit program involving a financial  
18 institution and a private label party that is used by a  
19 customer of the financial institution and the private label  
20 party primarily for payment for goods or services sold,  
21 manufactured, or distributed by a private label party.

22 (2) For purposes of this paragraph (19) of subsection  
23 (b) of Section 48.1, a "private label party" means, with  
24 respect to a private label credit program, any of the  
25 following: a retailer, a merchant, a manufacturer, a trade  
26 group, or any such person's affiliate, subsidiary, member,

1 agent, or service provider.

2 (c) Except as otherwise provided by this Act, a bank may  
3 not disclose to any person, except to the customer or his duly  
4 authorized agent, any financial records or financial  
5 information obtained from financial records relating to that  
6 customer of that bank unless:

7 (1) the customer has authorized disclosure to the  
8 person;

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

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

17 (d) A bank shall disclose financial records under paragraph  
18 (2) of subsection (c) of this Section under a lawful subpoena,  
19 summons, warrant, citation to discover assets, or court order  
20 only after the bank mails a copy of the subpoena, summons,  
21 warrant, citation to discover assets, or court order to the  
22 person establishing the relationship with the bank, if living,  
23 and, otherwise his personal representative, if known, at his  
24 last known address by first class mail, postage prepaid, unless  
25 the bank is specifically prohibited from notifying the person  
26 by order of court or by applicable State or federal law. A bank

1 shall not mail a copy of a subpoena to any person pursuant to  
2 this subsection if the subpoena was issued by a grand jury  
3 under the Statewide Grand Jury Act.

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

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

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

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

22 Section 10. The Savings Bank Act is amended by changing  
23 Section 4013 as follows:

24 (205 ILCS 205/4013) (from Ch. 17, par. 7304-13)

1           Sec. 4013. Access to books and records; communication with  
2 members and shareholders.

3           (a) Every member or shareholder shall have the right to  
4 inspect books and records of the savings bank that pertain to  
5 his accounts. Otherwise, the right of inspection and  
6 examination of the books and records shall be limited as  
7 provided in this Act, and no other person shall have access to  
8 the books and records nor shall be entitled to a list of the  
9 members or shareholders.

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

22           (c) This Section does not prohibit:

23           (1) The preparation, examination, handling, or  
24 maintenance of any financial records by any officer,  
25 employee, or agent of a savings bank having custody of  
26 records or examination of records by a certified public



1 accountant engaged by the savings bank to perform an  
2 independent audit.

3 (2) The examination of any financial records by, or the  
4 furnishing of financial records by a savings bank to, any  
5 officer, employee, or agent of the Commissioner of Banks  
6 and Real Estate or the federal depository institution  
7 regulator for use solely in the exercise of his duties as  
8 an officer, employee, or agent.

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

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

15 (5) Furnishing information concerning the dishonor of  
16 any negotiable instrument permitted to be disclosed under  
17 the Uniform Commercial Code.

18 (6) The exchange in the regular course of business of  
19 (i) credit information between a savings bank and other  
20 savings banks or financial institutions or commercial  
21 enterprises, directly or through a consumer reporting  
22 agency or (ii) financial records or information derived  
23 from financial records between a savings bank and other  
24 savings banks or financial institutions or commercial  
25 enterprises for the purpose of conducting due diligence  
26 pursuant to a purchase or sale involving the savings bank

1 or assets or liabilities of the savings bank.

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

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

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

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

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

18 (12) The furnishing of information in accordance with  
19 the federal Personal Responsibility and Work Opportunity  
20 Reconciliation Act of 1996. Any savings bank governed by  
21 this Act shall enter into an agreement for data exchanges  
22 with a State agency provided the State agency pays to the  
23 savings bank a reasonable fee not to exceed its actual cost  
24 incurred. A savings bank providing information in  
25 accordance with this item shall not be liable to any  
26 account holder or other person for any disclosure of

1 information to a State agency, for encumbering or  
2 surrendering any assets held by the savings bank in  
3 response to a lien or order to withhold and deliver issued  
4 by a State agency, or for any other action taken pursuant  
5 to this item, including individual or mechanical errors,  
6 provided the action does not constitute gross negligence or  
7 willful misconduct. A savings bank shall have no obligation  
8 to hold, encumber, or surrender assets until it has been  
9 served with a subpoena, summons, warrant, court or  
10 administrative order, lien, or levy.

11 (13) The furnishing of information to law enforcement  
12 authorities, the Illinois Department on Aging and its  
13 regional administrative and provider agencies, the  
14 Department of Human Services Office of Inspector General,  
15 or public guardians: (i) upon subpoena by the investigatory  
16 entity or the guardian, or (ii) if there is suspicion by  
17 the savings bank that a customer who is an elderly person  
18 or person with a disability has been or may become the  
19 victim of financial exploitation. For the purposes of this  
20 item (13), the term: (i) "elderly person" means a person  
21 who is 60 or more years of age, (ii) "person with a  
22 disability" means a person who has or reasonably appears to  
23 the savings bank to have a physical or mental disability  
24 that impairs his or her ability to seek or obtain  
25 protection from or prevent financial exploitation, and  
26 (iii) "financial exploitation" means tortious or illegal

1 use of the assets or resources of an elderly person or  
2 person with a disability, and includes, without  
3 limitation, misappropriation of the assets or resources of  
4 the elderly person or person with a disability by undue  
5 influence, breach of fiduciary relationship, intimidation,  
6 fraud, deception, extortion, or the use of assets or  
7 resources in any manner contrary to law. A savings bank or  
8 person furnishing information pursuant to this item (13)  
9 shall be entitled to the same rights and protections as a  
10 person furnishing information under the Adult Protective  
11 Services Act and the Illinois Domestic Violence Act of  
12 1986.

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

17 (A) servicing or processing a financial product or  
18 service requested or authorized by the member or holder  
19 of capital;

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

22 (C) a proposed or actual securitization or  
23 secondary market sale (including sales of servicing  
24 rights) related to a transaction of a member or holder  
25 of capital.

26 Nothing in this item (14), however, authorizes the sale

1 of the financial records or information of a member or  
2 holder of capital without the consent of the member or  
3 holder of capital.

4 (15) The exchange in the regular course of business of  
5 information between a savings bank and any commonly owned  
6 affiliate of the savings bank, subject to the provisions of  
7 the Financial Institutions Insurance Sales Law.

8 (16) The disclosure of financial records or  
9 information as necessary to protect against or prevent  
10 actual or potential fraud, unauthorized transactions,  
11 claims, or other liability.

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

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



1 I, ....., hereby authorize

2 (Name of Customer)

3 .....

4 (Name of Financial Institution)

5 .....

6 (Address of Financial Institution)

7 to disclose the following financial records:

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

17 to the Illinois Department of Human Services or the Illinois  
18 Department of Healthcare and Family Services (the  
19 "Department"), or both for the following purpose(s):

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

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



1 mean "Member" if the Financial Institution is a credit union.

2 ..... .....

3 (Date) (Signature of Customer)

4 .....

5 .....

6 (Address of Customer)

7 .....

8 (Customer's birth date)

9 (month/day/year)

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

21 Dated: .....

1 (Signature of Witness)

2 .....

3 (Print Name of Witness)

4 .....

5 .....

6 (Address of Witness)

7 State of Illinois)

8 ) ss.

9 County of .....)

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

18 Dated: .....

19 Notary Public: .....

20 My commission expires: .....

1           (b) In no event shall the savings bank distribute the  
2           customer's financial records to the long-term care  
3           facility from which the customer seeks initial or  
4           continuing residency or long-term care services.

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

18           (d) A savings bank shall be reimbursed by the customer  
19           for all costs reasonably necessary and directly incurred in  
20           searching for, reproducing, and disclosing a customer's  
21           financial records required or requested to be produced  
22           pursuant to any consent and authorization executed under  
23           this paragraph (18). The requested financial records shall  
24           be delivered to the Department within 10 days after  
25           receiving a properly executed consent and authorization or  
26           at the earliest practicable time thereafter if the

1       requested records cannot be delivered within 10 days, but  
2       delivery may be delayed until the final reimbursement of  
3       all costs is received by the savings bank. The savings bank  
4       may honor a photostatic or electronic copy of a properly  
5       executed consent and authorization.

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

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

10              (2) authorize his or her attorney or duly appointed  
11              agent to request and obtain the customer's financial  
12              records and disclose those financial records to the  
13              Department.

14       (f) For purposes of this paragraph (18), "Department"  
15       means the Department of Human Services or the Department of  
16       Healthcare and Family Services or any successor  
17       administrative agency of either agency.

18       (d) A savings bank may not disclose to any person, except  
19       to the member or holder of capital or his duly authorized  
20       agent, any financial records relating to that member or  
21       shareholder of the savings bank unless:

22              (1) the member or shareholder has authorized  
23              disclosure to the person; or

24              (2) the financial records are disclosed in response to  
25              a lawful subpoena, summons, warrant, citation to discover  
26              assets, or court order that meets the requirements of

1 subsection (e) of this Section.

2 (e) A savings bank shall disclose financial records under  
3 subsection (d) of this Section pursuant to a lawful subpoena,  
4 summons, warrant, citation to discover assets, or court order  
5 only after the savings bank mails a copy of the subpoena,  
6 summons, warrant, citation to discover assets, or court order  
7 to the person establishing the relationship with the savings  
8 bank, if living, and otherwise, his personal representative, if  
9 known, at his last known address by first class mail, postage  
10 prepaid, unless the savings bank is specifically prohibited  
11 from notifying the person by order of court.

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

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

21 (h) If any member or shareholder desires to communicate  
22 with the other members or shareholders of the savings bank with  
23 reference to any question pending or to be presented at an  
24 annual or special meeting, the savings bank shall give that  
25 person, upon request, a statement of the approximate number of  
26 members or shareholders entitled to vote at the meeting and an

1 estimate of the cost of preparing and mailing the  
2 communication. The requesting member shall submit the  
3 communication to the Commissioner who, upon finding it to be  
4 appropriate and truthful, shall direct that it be prepared and  
5 mailed to the members upon the requesting member's or  
6 shareholder's payment or adequate provision for payment of the  
7 expenses of preparation and mailing.

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

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

22 (Source: P.A. 99-143, eff. 7-27-15; 100-22, eff. 1-1-18;  
23 100-201, eff. 8-18-17.)

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

1 (205 ILCS 305/10) (from Ch. 17, par. 4411)

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

3 (1) A credit union shall establish and maintain books,  
4 records, accounting systems and procedures which accurately  
5 reflect its operations and which enable the Department to  
6 readily ascertain the true financial condition of the credit  
7 union and whether it is complying with this Act.

8 (2) A photostatic or photographic reproduction of any  
9 credit union records shall be admissible as evidence of  
10 transactions with the credit union.

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

23 (b) This Section does not prohibit:

24 (1) The preparation, examination, handling or  
25 maintenance of any financial records by any officer,

1 employee or agent of a credit union having custody of such  
2 records, or the examination of such records by a certified  
3 public accountant engaged by the credit union to perform an  
4 independent audit.

5 (2) The examination of any financial records by or the  
6 furnishing of financial records by a credit union to any  
7 officer, employee or agent of the Department, the National  
8 Credit Union Administration, Federal Reserve board or any  
9 insurer of share accounts for use solely in the exercise of  
10 his duties as an officer, employee or agent.

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

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

16 (5) Furnishing information concerning the dishonor of  
17 any negotiable instrument permitted to be disclosed under  
18 the Uniform Commercial Code.

19 (6) The exchange in the regular course of business of  
20 (i) credit information between a credit union and other  
21 credit unions or financial institutions or commercial  
22 enterprises, directly or through a consumer reporting  
23 agency or (ii) financial records or information derived  
24 from financial records between a credit union and other  
25 credit unions or financial institutions or commercial  
26 enterprises for the purpose of conducting due diligence



1           pursuant to a merger or a purchase or sale of assets or  
2           liabilities of the credit union.

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

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

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

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

14          (11) The furnishing of information pursuant to any  
15          other statute which by its terms or by regulations  
16          promulgated thereunder requires the disclosure of  
17          financial records other than by subpoena, summons, warrant  
18          or court order.

19          (12) The furnishing of information in accordance with  
20          the federal Personal Responsibility and Work Opportunity  
21          Reconciliation Act of 1996. Any credit union governed by  
22          this Act shall enter into an agreement for data exchanges  
23          with a State agency provided the State agency pays to the  
24          credit union a reasonable fee not to exceed its actual cost  
25          incurred. A credit union providing information in  
26          accordance with this item shall not be liable to any

1 account holder or other person for any disclosure of  
2 information to a State agency, for encumbering or  
3 surrendering any assets held by the credit union in  
4 response to a lien or order to withhold and deliver issued  
5 by a State agency, or for any other action taken pursuant  
6 to this item, including individual or mechanical errors,  
7 provided the action does not constitute gross negligence or  
8 willful misconduct. A credit union shall have no obligation  
9 to hold, encumber, or surrender assets until it has been  
10 served with a subpoena, summons, warrant, court or  
11 administrative order, lien, or levy.

12 (13) The furnishing of information to law enforcement  
13 authorities, the Illinois Department on Aging and its  
14 regional administrative and provider agencies, the  
15 Department of Human Services Office of Inspector General,  
16 or public guardians: (i) upon subpoena by the investigatory  
17 entity or the guardian, or (ii) if there is suspicion by  
18 the credit union that a member who is an elderly person or  
19 person with a disability has been or may become the victim  
20 of financial exploitation. For the purposes of this item  
21 (13), the term: (i) "elderly person" means a person who is  
22 60 or more years of age, (ii) "person with a disability"  
23 means a person who has or reasonably appears to the credit  
24 union to have a physical or mental disability that impairs  
25 his or her ability to seek or obtain protection from or  
26 prevent financial exploitation, and (iii) "financial

1 exploitation" means tortious or illegal use of the assets  
2 or resources of an elderly person or person with a  
3 disability, and includes, without limitation,  
4 misappropriation of the elderly or disabled person's  
5 assets or resources by undue influence, breach of fiduciary  
6 relationship, intimidation, fraud, deception, extortion,  
7 or the use of assets or resources in any manner contrary to  
8 law. A credit union or person furnishing information  
9 pursuant to this item (13) shall be entitled to the same  
10 rights and protections as a person furnishing information  
11 under the Adult Protective Services Act and the Illinois  
12 Domestic Violence Act of 1986.

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

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

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

21 (C) a proposed or actual securitization or  
22 secondary market sale (including sales of servicing  
23 rights) related to a transaction of a member.

24 Nothing in this item (14), however, authorizes the sale  
25 of the financial records or information of a member without  
26 the consent of the member.

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

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

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

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

26           (17)(a) The furnishing of financial records of a member

1       to the Department to aid the Department's initial  
 2       determination or subsequent re-determination of the  
 3       member's eligibility for Medicaid and Medicaid long-term  
 4       care benefits for long-term care services, provided that  
 5       the credit union receives the written consent and  
 6       authorization of the member, which shall:

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

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

11              (3) be tendered to the credit union at the earliest  
 12       practicable time following its execution,  
 13       certification, and notarization;

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

16              (5) be in substantially the following form:

17                           CUSTOMER CONSENT AND AUTHORIZATION

18                           FOR RELEASE OF FINANCIAL RECORDS

19       I, ....., hereby authorize

20                   (Name of Customer)

21       .....

22       (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 (the  
15 "Department"), or both 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  
21 described above, are disclosed, and that this Consent and

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

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

23 .....  
24 .....

1 (Address of Customer)

2 .....

3 (Customer's birth date)

4 (month/day/year)

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

16 Dated: ..... ..

17 (Signature of Witness)

18 .....

19 (Print Name of Witness)

20 .....

21 .....



1 (Address of Witness)

2 State of Illinois)

3 ) ss.

4 County of .....)

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

13 Dated: .....

14 Notary Public: .....

15 My commission expires: .....

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

20 (c) A credit union providing financial records of a  
21 member in good faith relying on a consent and authorization  
22 executed and tendered in accordance with this subparagraph

1       (17) shall not be liable to the member or any other person  
2       in relation to the credit union's disclosure of the  
3       member's financial records to the Department. The member  
4       signing the consent and authorization shall indemnify and  
5       hold the credit union harmless that relies in good faith  
6       upon the consent and authorization and incurs a loss  
7       because of such reliance. The credit union recovering under  
8       this indemnification provision shall also be entitled to  
9       reasonable attorney's fees and the expenses of recovery.

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

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

26       (1) directly disclose his or her financial records

1           to the Department or any other person; or

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

6           (f) For purposes of this subparagraph (17),  
7           "Department" means the Department of Human Services or the  
8           Department of Healthcare and Family Services or any  
9           successor administrative agency of either agency.

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

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

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

19               (3) the credit union is attempting to collect an  
20          obligation owed to the credit union and the credit union  
21          complies with the provisions of Section 2I of the Consumer  
22          Fraud and Deceptive Business Practices Act.

23          (d) A credit union shall disclose financial records under  
24          subparagraph (c)(2) of this Section pursuant to a lawful  
25          subpoena, summons, warrant, citation to discover assets, or  
26          court order only after the credit union mails a copy of the

1 subpoena, summons, warrant, citation to discover assets, or  
2 court order to the person establishing the relationship with  
3 the credit union, if living, and otherwise his personal  
4 representative, if known, at his last known address by first  
5 class mail, postage prepaid unless the credit union is  
6 specifically prohibited from notifying the person by order of  
7 court or by applicable State or federal law. In the case of a  
8 grand jury subpoena, a credit union shall not mail a copy of a  
9 subpoena to any person pursuant to this subsection if the  
10 subpoena was issued by a grand jury under the Statewide Grand  
11 Jury Act or notifying the person would constitute a violation  
12 of the federal Right to Financial Privacy Act of 1978.

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

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

22 (f) A credit union shall be reimbursed for costs which are  
23 reasonably necessary and which have been directly incurred in  
24 searching for, reproducing or transporting books, papers,  
25 records or other data of a member required or requested to be  
26 produced pursuant to a lawful subpoena, summons, warrant,

1 citation to discover assets, or court order. The Secretary and  
2 the Director may determine, by rule, the rates and conditions  
3 under which payment shall be made. Delivery of requested  
4 documents may be delayed until final reimbursement of all costs  
5 is received.

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

7 Section 99. Effective date. This Act takes effect January  
8 1, 2019."