



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

HB4767

by Rep. Katie Stuart

SYNOPSIS AS INTRODUCED:

205 ILCS 5/48.1	
205 ILCS 205/4013	
205 ILCS 305/10	
320 ILCS 20/2	from Ch. 23, par. 6602
320 ILCS 20/8	from Ch. 23, par. 6608
320 ILCS 20/16 new	
720 ILCS 5/17-56	was 720 ILCS 5/16-1.3
815 ILCS 5/18.5 new	

Amends the Adult Protective Services Act. Expands the list of mandated reporters to include investment advisers, investment adviser representatives, dealers and salespersons, and employees of financial institutions who have direct contact with eligible adults who are clients of the financial institution and have access to the financial information of the institution's clients. Permits a financial institution to place a transactional hold on an eligible adult's account if the institution's employees have a reasonable suspicion that a transaction or disbursement from the eligible adult's account may involve, facilitate, result in, or contribute to financial exploitation of the eligible adult. Provides that transactional holds must be followed by an internal review that satisfies the internal policies of the financial institution that issued the hold. Further provides that a financial institution that uses a transactional hold must create internal policies regarding identifying and reporting financial exploitation of eligible adults and transactional holds. Contains provisions on the duration of initial transactional holds and extended transactional holds; requirements on notification to law enforcement, especially in cases involving financial fraud that is outside the Act's scope; civil immunity for any financial institution and its employees who place a transactional hold on an eligible adult's account in good faith; mandated reporter training for specified employees of a financial institution; and other matters. Makes conforming changes to the Illinois Securities Law of 1953, the Illinois Banking Act, the Savings Bank Act, Illinois Credit Union Act, and the Criminal Code of 2012. Effective January 1, 2027.

LRB104 19925 KTG 33375 b

1 AN ACT concerning aging.

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)

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
14 with 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
19 a bank's business between a bank and its customer,
20 including financial statements or other financial
21 information 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
3 records, or the examination of the records by a certified
4 public accountant engaged by the bank to perform an
5 independent audit.

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

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

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

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

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

1 or through a consumer reporting agency, or (ii) financial
2 records or information derived from financial records
3 between a bank and other banks or financial institutions
4 or commercial enterprises for the purpose of conducting
5 due diligence pursuant to a purchase or sale involving the
6 bank or assets or liabilities of the bank.

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

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

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

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

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

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

26 (13) The exchange in the regular course of business of

1 information between commonly owned banks in connection
2 with a transaction authorized under paragraph (23) of
3 Section 5 and conducted at an affiliate facility.

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

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

26 (16) The furnishing of information to law enforcement

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

1 protections as persons ~~a person~~ furnishing information
2 under the Adult Protective Services Act and the Illinois
3 Domestic Violence Act of 1986.

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

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

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

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

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

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

22 (19) (A) The disclosure of financial records or
23 information related to a private label credit program
24 between a financial institution and a private label party
25 in connection with that private label credit program. Such
26 information is limited to outstanding balance, available

1 credit, payment and performance and account history,
2 product references, purchase information, and information
3 related to the identity of the customer.

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

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

18 (20) (A) The furnishing of financial records of a
19 customer to the Department to aid the Department's initial
20 determination or subsequent re-determination of the
21 customer's eligibility for Medicaid and Medicaid long-term
22 care benefits for long-term care services, provided that
23 the bank receives the written consent and authorization of
24 the customer, which shall:

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

26 (2) be signed by at least one witness who

1 certifies that he or she believes the customer to be of
2 sound mind and memory;

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

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

8 (5) be in substantially the following form:

9 CUSTOMER CONSENT AND AUTHORIZATION
10 FOR RELEASE OF FINANCIAL RECORDS

11 I, , hereby authorize
12 (Name of Customer)

13
14 (Name of Financial Institution)

15
16 (Address of Financial Institution)

17 to disclose the following financial records:

18 any and all information concerning my deposit, savings, money
19 market, certificate of deposit, individual retirement,
20 retirement plan, 401(k) plan, incentive plan, employee benefit

1 plan, mutual fund and loan accounts (including, but not
2 limited to, any indebtedness or obligation for which I am a
3 co-borrower, co-obligor, guarantor, or surety), and any and
4 all other accounts in which I have an interest and any other
5 information regarding me in the possession of the Financial
6 Institution,

7 to the Illinois Department of Human Services or the Illinois
8 Department of Healthcare and Family Services, or both ("the
9 Department"), for the following purpose(s):

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

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

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

14
 15

(Date)

(Signature of Customer)

16
 17

18
 19

(Address of Customer)

20
 21

(Customer's birth date)

22
 (month/day/year)

22 The undersigned witness certifies that,

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

11 Dated:

12 (Signature of Witness)

13

14 (Print Name of Witness)

15

16

17 (Address of Witness)

18 State of Illinois)

19) ss.

20 County of

21 The undersigned, a notary public in and for the above county

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

8 Dated:

9 Notary Public:

10 My commission expires:

11 (B) In no event shall the bank distribute the
 12 customer's financial records to the long-term care
 13 facility from which the customer seeks initial or
 14 continuing residency or long-term care services.

15 (C) A bank providing financial records of a customer
 16 in good faith relying on a consent and authorization
 17 executed and tendered in accordance with this paragraph
 18 (20) shall not be liable to the customer or any other
 19 person in relation to the bank's disclosure of the
 20 customer's financial records to the Department. The
 21 customer signing the consent and authorization shall
 22 indemnify and hold the bank harmless that relies in good
 23 faith upon the consent and authorization and incurs a loss
 24 because of such reliance. The bank recovering under this

1 indemnification provision shall also be entitled to
2 reasonable attorney's fees and the expenses of recovery.

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

17 (E) Nothing in this paragraph (20) shall impair,
18 abridge, or abrogate the right of a customer to:

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

21 (2) authorize his or her attorney or duly
22 appointed agent to request and obtain the customer's
23 financial records and disclose those financial records
24 to the Department.

25 (F) For purposes of this paragraph (20), "Department"
26 means the Department of Human Services and the Department

1 of Healthcare and Family Services or any successor
2 administrative agency of either agency.

3 (21) The furnishing of financial records of a deceased
4 customer to a public administrator of any county or other
5 governmental jurisdiction for the purpose of facilitating
6 burial of the customer.

7 (22) ~~(21)~~ The furnishing of financial information to
8 the executor, executrix, administrator, or other lawful
9 representative of the estate of a customer.

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

15 (1) the customer has authorized disclosure to the
16 person;

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

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

25 (d) A bank shall disclose financial records under
26 paragraph (2) of subsection (c) of this Section under a lawful

1 subpoena, summons, warrant, citation to discover assets, or
2 court order only after the bank sends a copy of the subpoena,
3 summons, warrant, citation to discover assets, or court order
4 to the person establishing the relationship with the bank, if
5 living, and, otherwise the person's personal representative,
6 if known, at the person's last known address by first class
7 mail, postage prepaid, through a third-party commercial
8 carrier or courier with delivery charge fully prepaid, by hand
9 delivery, or by electronic delivery at an email address on
10 file with the bank (if the person establishing the
11 relationship with the bank has consented to receive electronic
12 delivery and, if the person establishing the relationship with
13 the bank is a consumer, the person has consented under the
14 consumer consent provisions set forth in Section 7001 of Title
15 15 of the United States Code), unless the bank is specifically
16 prohibited from notifying the person by order of court or by
17 applicable State or federal law. A bank shall not mail a copy
18 of a subpoena to any person pursuant to this subsection if the
19 subpoena was issued by a grand jury.

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

24 (f) Any person who knowingly and willfully induces or
25 attempts to induce any officer or employee of a bank to
26 disclose financial records in violation of this Section is

1 guilty of a business offense and, upon conviction, shall be
2 fined not more than \$1,000.

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

11 (Source: P.A. 104-123, eff. 1-1-26; 104-310, eff. 8-15-25;
12 revised 11-20-25.)

13 Section 10. The Savings Bank Act is amended by changing
14 Section 4013 as follows:

15 (205 ILCS 205/4013)

16 Sec. 4013. Access to books and records; communication with
17 members and shareholders.

18 (a) Every member or shareholder shall have the right to
19 inspect books and records of the savings bank that pertain to
20 his accounts. Otherwise, the right of inspection and
21 examination of the books and records shall be limited as
22 provided in this Act, and no other person shall have access to
23 the books and records nor shall be entitled to a list of the
24 members or shareholders.

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

13 (c) This Section does not prohibit:

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

20 (2) The examination of any financial records by, or
21 the furnishing of financial records by a savings bank to,
22 any officer, employee, or agent of the Commissioner of
23 Banks and Real Estate or the federal depository
24 institution regulator for use solely in the exercise of
25 his duties as an officer, employee, or agent.

26 (3) The publication of data furnished from financial

1 records relating to members or holders of capital where
2 the data cannot be identified to any particular member,
3 shareholder, or account.

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

6 (5) Furnishing information concerning the dishonor of
7 any negotiable instrument permitted to be disclosed under
8 the Uniform Commercial Code.

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

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

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

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

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

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

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

1 or administrative order, lien, or levy.

2 (13) The furnishing of information to law enforcement
3 authorities, the Illinois Department on Aging and its
4 regional administrative and provider agencies, the
5 Department of Human Services Office of Inspector General,
6 or public guardians: (i) upon subpoena by the
7 investigatory entity or the guardian, or (ii) as part of a
8 mandated report if there is suspicion by the savings bank
9 or a mandated reporter as defined in Section 2 of the Adult
10 Protective Services Act that a customer who is an elderly
11 person or person with a disability has been or may become
12 the victim of financial exploitation. For the purposes of
13 this item (13), the term: (i) "elderly person" means a
14 person who is 60 or more years of age, (ii) "person with a
15 disability" means a person who has or reasonably appears
16 to the savings bank to have a physical or mental
17 disability that impairs his or her ability to seek or
18 obtain protection from or prevent financial exploitation,
19 and (iii) "financial exploitation" means tortious or
20 illegal use of the assets or resources of an elderly
21 person or person with a disability, and includes, without
22 limitation, misappropriation of the assets or resources of
23 the elderly person or person with a disability by undue
24 influence, breach of fiduciary relationship, intimidation,
25 fraud, deception, extortion, or the use of assets or
26 resources in any manner contrary to law. A savings bank, a

1 mandated reporter, or other persons ~~or person~~ furnishing
2 information pursuant to this item (13) shall be entitled
3 to the same rights and protections as other persons ~~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
13 holder of capital;

14 (B) maintaining or servicing an account of a
15 member 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
21 sale of the financial records or information of a member
22 or 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

1 of 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
19 label party primarily for payment for goods or services
20 sold, manufactured, or distributed by a private label
21 party.

22 (2) For purposes of this paragraph (17) of subsection
23 (c) of Section 4013, 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 (18)(a) The furnishing of financial records of a
3 customer to the Department to aid the Department's initial
4 determination or subsequent re-determination of the
5 customer's eligibility for Medicaid and Medicaid long-term
6 care benefits for long-term care services, provided that
7 the savings bank receives the written consent and
8 authorization of the customer, which shall:

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

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

13 (3) be tendered to the savings bank at the
14 earliest practicable time following its execution,
15 certification, and notarization;

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

18 (5) be in substantially the following form:

19 CUSTOMER CONSENT AND AUTHORIZATION

20 FOR RELEASE OF FINANCIAL RECORDS

21 I, , hereby authorize
22 (Name of Customer)

23

1 (Name of Financial Institution)

2

3 (Address of Financial Institution)

4 to disclose the following financial records:

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

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

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

20 I understand that this Consent and Authorization may be

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

24

25 (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.

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

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

1 properly executed consent and authorization.

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

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

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

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

14 (19) The furnishing of financial records of a deceased
15 customer to a public administrator of any county or other
16 governmental jurisdiction for the purpose of facilitating
17 burial of the customer.

18 (20) ~~(19)~~ The furnishing of financial information to
19 the executor, executrix, administrator, or other lawful
20 representative of the estate of a customer.

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

25 (1) the member or shareholder has authorized
26 disclosure to the person; or

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

5 (e) A savings bank shall disclose financial records under
6 subsection (d) of this Section pursuant to a lawful subpoena,
7 summons, warrant, citation to discover assets, or court order
8 only after the savings bank sends a copy of the subpoena,
9 summons, warrant, citation to discover assets, or court order
10 to the person establishing the relationship with the savings
11 bank, if living, and otherwise, the person's personal
12 representative, if known, at the person's last known address
13 by first class mail, postage prepaid, through a third-party
14 commercial carrier or courier with delivery charge fully
15 prepaid, by hand delivery, or by electronic delivery at an
16 email address on file with the savings bank (if the person
17 establishing the relationship with the savings bank has
18 consented to receive electronic delivery and, if the person
19 establishing the relationship with the savings bank is a
20 consumer, the person has consented under the consumer consent
21 provisions set forth in Section 7001 of Title 15 of the United
22 States Code), unless the savings bank is specifically
23 prohibited from notifying the person by order of court or by
24 applicable State or federal law. A savings bank shall not mail
25 a copy of a subpoena to any customer pursuant to this
26 subsection if the subpoena was issued by a grand jury.

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

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

10 (h) If any member or shareholder desires to communicate
11 with the other members or shareholders of the savings bank
12 with reference to any question pending or to be presented at an
13 annual or special meeting, the savings bank shall give that
14 person, upon request, a statement of the approximate number of
15 members or shareholders entitled to vote at the meeting and an
16 estimate of the cost of preparing and delivering the
17 communication. The requesting member shall submit the
18 communication to the Commissioner who, upon finding it to be
19 appropriate and truthful, shall direct that it be prepared and
20 delivered to the members upon the requesting member's or
21 shareholder's payment or adequate provision for payment of the
22 expenses of preparation and delivery.

23 (i) A savings bank shall be reimbursed for costs that are
24 necessary and that have been directly incurred in searching
25 for, reproducing, or transporting books, papers, records, or
26 other data required to be reproduced pursuant to a lawful

1 subpoena, warrant, citation to discover assets, or court
2 order.

3 (j) Notwithstanding the provisions of this Section, a
4 savings bank may sell or otherwise make use of lists of names
5 and addresses of persons who have obtained a financial product
6 or service from the savings bank. All other information is
7 subject to the disclosure provisions of this Section. At the
8 request of any person who has obtained a financial product or
9 service from the savings bank, that person's name and address
10 shall be deleted from any list that is to be sold or used in
11 any other manner beyond identification of the person's
12 accounts.

13 (Source: P.A. 104-123, eff. 1-1-26; 104-310, eff. 8-15-25;
14 revised 11-20-25.)

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

17 (205 ILCS 305/10)

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

19 (1) A credit union shall establish and maintain books,
20 records, accounting systems, and procedures which accurately
21 reflect its operations and which enable the Department to
22 readily ascertain the true financial condition of the credit
23 union and whether it is complying with this Act.

24 (2) A photostatic or photographic reproduction of any

1 credit union records shall be admissible as evidence of
2 transactions with the credit union.

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

16 (b) 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 credit union having custody of
20 such records, or the examination of such records by a
21 certified public accountant engaged by the credit union to
22 perform an independent audit.

23 (2) The examination of any financial records by or the
24 furnishing of financial records by a credit union to any
25 officer, employee, or agent of the Department, the
26 National Credit Union Administration, Federal Reserve

1 Board or any insurer of share accounts for use solely in
2 the exercise of his duties as an officer, employee, or
3 agent.

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

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

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 credit union and other
14 credit unions 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 credit union and other
18 credit unions or financial institutions or commercial
19 enterprises for the purpose of conducting due diligence
20 pursuant to a merger or a purchase or sale of assets or
21 liabilities of the credit union.

22 (7) The furnishing of information to the appropriate
23 law enforcement authorities where the credit union
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 sequentia.

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 credit union 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 credit union a reasonable fee not to exceed its actual
18 cost incurred. A credit union 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 credit union 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

1 or willful misconduct. A credit union shall have no
2 obligation to hold, encumber, or surrender assets until it
3 has been served with a subpoena, summons, warrant, court
4 or 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
10 investigatory entity or the guardian, or (ii) as part of a
11 mandated report if there is suspicion by the credit union
12 or a mandated reporter as defined in Section 2 of the Adult
13 Protective Services Act that a member who is an elderly
14 person or person with a disability has been or may become
15 the victim of financial exploitation. For the purposes of
16 this item (13), the term: (i) "elderly person" means a
17 person who is 60 or more years of age, (ii) "person with a
18 disability" means a person who has or reasonably appears
19 to the credit union to have a physical or mental
20 disability that impairs his or her ability to seek or
21 obtain protection from or prevent financial exploitation,
22 and (iii) "financial exploitation" means tortious or
23 illegal use of the assets or resources of an elderly
24 person or person with a disability, and includes, without
25 limitation, misappropriation of the assets or resources of
26 the elderly person or person with a disability by undue

1 influence, breach of fiduciary relationship, intimidation,
2 fraud, deception, extortion, or the use of assets or
3 resources in any manner contrary to law. A credit union, a
4 mandated reporter, or other persons ~~or person~~ furnishing
5 information pursuant to this item (13) shall be entitled
6 to the same rights and protections as other persons ~~a~~
7 ~~person~~ furnishing information under the Adult Protective
8 Services Act and the Illinois Domestic Violence Act of
9 1986.

10 (13.5) The furnishing of information to any person on
11 a list submitted and periodically updated by a member who
12 is an elderly person or person with a disability, if there
13 is suspicion by the credit union that the member has been
14 or may become a victim of financial exploitation. For
15 purposes of this item (13.5), the terms "elderly person",
16 "person with a disability", and "financial exploitation"
17 have the meanings given to those terms in item (13). The
18 credit union may convey the suspicion to any of the
19 following persons, if the person is not the suspected
20 perpetrator: (i) any person on the list; (ii) any
21 co-owner, additional authorized signatory, or beneficiary
22 on the account of the member; or (iii) any person known by
23 the credit union to be a family member, including a
24 parent, spouse, adult child, or sibling. When providing
25 information under this item (13.5), the credit union shall
26 limit the information and only disclose that the credit

1 union has cause to suspect that the member may be a victim
2 or target of financial exploitation and the basis or bases
3 of the credit union's reasonable suspicion, without
4 disclosing any other details or confidential information
5 regarding the financial affairs of the member. Any
6 disclosure made pursuant to this subsection shall comply
7 with all other privacy laws and legal prohibitions,
8 including confidentiality requirements for suspicious
9 activity reports. The credit union may rely on information
10 provided by the member in compiling the list of contact
11 persons. The credit union and any employee of the credit
12 union acting in good faith is immune from all criminal,
13 civil, and administrative liability for contacting a
14 person or electing not to contact a person under this item
15 (13.5) and for actions taken in furtherance of that
16 determination, if the determination was made based on a
17 reasonable suspicion.

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

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

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

26 (C) a proposed or actual securitization or

1 secondary market sale (including sales of servicing
2 rights) related to a transaction of a member.

3 Nothing in this item (14), however, authorizes the
4 sale of the financial records or information of a member
5 without the consent of the member.

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

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

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

25 (2) For purposes of this item (16), "private label
26 party" means, with respect to a private label credit

1 program, any of the following: a retailer, a merchant, a
2 manufacturer, a trade group, or any such person's
3 affiliate, subsidiary, member, agent, or service provider.

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

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

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

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

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

20 (5) be in substantially the following form:

21 CUSTOMER CONSENT AND AUTHORIZATION

22 FOR RELEASE OF FINANCIAL RECORDS

23 I, , hereby authorize

24 (Name of Customer)

1
2

(Name of Financial Institution)

3
4

(Address of Financial Institution)

5 to disclose the following financial records:

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

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

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

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

(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 credit union distribute the
21 member's financial records to the long-term care facility

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

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

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

1 is received by the credit union. The credit union may
2 honor a photostatic or electronic copy of a properly
3 executed consent and authorization.

4 (e) Nothing in this item (17) shall impair, abridge,
5 or abrogate the right of a member to:

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

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

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

16 (18) The furnishing of the financial records of a
17 member to an appropriate law enforcement authority,
18 without prior notice to or consent of the member, upon
19 written request of the law enforcement authority, when
20 reasonable suspicion of an imminent threat to the personal
21 security and safety of the member exists that necessitates
22 an expedited release of the member's financial records, as
23 determined by the law enforcement authority. The law
24 enforcement authority shall include a brief explanation of
25 the imminent threat to the member in its written request
26 to the credit union. The written request shall reflect

1 that it has been authorized by a supervisory or managerial
2 official of the law enforcement authority. The decision to
3 furnish the financial records of a member to a law
4 enforcement authority shall be made by a supervisory or
5 managerial official of the credit union. A credit union
6 providing information in accordance with this item (18)
7 shall not be liable to the member or any other person for
8 the disclosure of the information to the law enforcement
9 authority.

10 (19) The furnishing of financial records of a deceased
11 member to a public administrator of any county or other
12 governmental jurisdiction for the purpose of facilitating
13 burial of the customer.

14 (20) ~~(19)~~ The furnishing of financial information to
15 the executor, executrix, administrator, or other lawful
16 representative of the estate of a member.

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

21 (1) the member has authorized disclosure to the
22 person;

23 (2) the financial records are disclosed in response to
24 a lawful subpoena, summons, warrant, citation to discover
25 assets, or court order that meets the requirements of
26 subparagraph (3) (d) of this Section; or

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

5 (d) A credit union shall disclose financial records under
6 item (3)(c)(2) of this Section pursuant to a lawful subpoena,
7 summons, warrant, citation to discover assets, or court order
8 only after the credit union sends a copy of the subpoena,
9 summons, warrant, citation to discover assets, or court order
10 to the person establishing the relationship with the credit
11 union, if living, and otherwise the person's personal
12 representative, if known, at the person's last known address
13 by first class mail, postage prepaid, through a third-party
14 commercial carrier or courier with delivery charge fully
15 prepaid, by hand delivery, or by electronic delivery at an
16 email address on file with the credit union (if the person
17 establishing the relationship with the credit union has
18 consented to receive electronic delivery and, if the person
19 establishing the relationship with the credit union is a
20 consumer, the person has consented under the consumer consent
21 provisions set forth in Section 7001 of Title 15 of the United
22 States Code), unless the credit union is specifically
23 prohibited from notifying the person by order of court or by
24 applicable State or federal law. In the case of a grand jury
25 subpoena, a credit union shall not mail a copy of a subpoena to
26 any person pursuant to this subsection if the subpoena was

1 issued by a grand jury or notifying the person would
2 constitute a violation of the federal Right to Financial
3 Privacy Act of 1978.

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

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

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

23 (Source: P.A. 104-123, eff. 1-1-26; 104-310, eff. 8-15-25;
24 104-403, eff. 1-1-26; revised 9-15-25.)

25 Section 20. The Adult Protective Services Act is amended

1 by changing Sections 2 and 8 and by adding Section 16 as
2 follows:

3 (320 ILCS 20/2) (from Ch. 23, par. 6602)

4 Sec. 2. Definitions. As used in this Act, unless the
5 context requires otherwise:

6 (a) "Abandonment" means the desertion or willful forsaking
7 of an eligible adult by an individual responsible for the care
8 and custody of that eligible adult under circumstances in
9 which a reasonable person would continue to provide care and
10 custody. Nothing in this Act shall be construed to mean that an
11 eligible adult is a victim of abandonment because of health
12 care services provided or not provided by licensed health care
13 professionals.

14 (a-1) "Abuse" means causing any physical, mental or sexual
15 injury to an eligible adult, including exploitation of such
16 adult's financial resources, and abandonment or subjecting an
17 eligible adult to an environment which creates a likelihood of
18 harm to the eligible adult's health, physical and emotional
19 well-being, or welfare.

20 Nothing in this Act shall be construed to mean that an
21 eligible adult is a victim of abuse, abandonment, neglect, or
22 self-neglect for the sole reason that he or she is being
23 furnished with or relies upon treatment by spiritual means
24 through prayer alone, in accordance with the tenets and
25 practices of a recognized church or religious denomination.

1 Nothing in this Act shall be construed to mean that an
2 eligible adult is a victim of abuse because of health care
3 services provided or not provided by licensed health care
4 professionals.

5 Nothing in this Act shall be construed to mean that an
6 eligible adult is a victim of abuse in cases of criminal
7 activity by strangers, telemarketing scams, consumer fraud,
8 internet fraud, home repair disputes, complaints against a
9 homeowners' association, or complaints between landlords and
10 tenants.

11 (a-5) "Abuser" means a person who is a family member,
12 caregiver, or another person who has a continuing relationship
13 with the eligible adult and abuses, abandons, neglects, or
14 financially exploits an eligible adult.

15 (a-6) "Adult with disabilities" means a person aged 18
16 through 59 who resides in a domestic living situation and
17 whose disability as defined in subsection (c-5) impairs his or
18 her ability to seek or obtain protection from abuse,
19 abandonment, neglect, or exploitation.

20 (a-7) "Caregiver" means a person who either as a result of
21 a family relationship, voluntarily, or in exchange for
22 compensation has assumed responsibility for all or a portion
23 of the care of an eligible adult who needs assistance with
24 activities of daily living or instrumental activities of daily
25 living.

26 (b) "Department" means the Department on Aging of the

1 State of Illinois.

2 (c) "Director" means the Director of the Department.

3 (c-5) "Disability" means a physical or mental disability,
4 including, but not limited to, a developmental disability, an
5 intellectual disability, a mental illness as defined under the
6 Mental Health and Developmental Disabilities Code, or dementia
7 as defined under the Alzheimer's Disease Assistance Act.

8 (d) "Domestic living situation" means a residence where
9 the eligible adult at the time of the report lives alone or
10 with his or her family or a caregiver, or others, or other
11 community-based unlicensed facility, but is not:

12 (1) A licensed facility as defined in Section 1-113 of
13 the Nursing Home Care Act;

14 (1.5) A facility licensed under the ID/DD Community
15 Care Act;

16 (1.6) A facility licensed under the MC/DD Act;

17 (1.7) A facility licensed under the Specialized Mental
18 Health Rehabilitation Act of 2013;

19 (2) A "life care facility" as defined in the Life Care
20 Facilities Act;

21 (3) A home, institution, or other place operated by
22 the federal government or agency thereof or by the State
23 of Illinois;

24 (4) A hospital, sanitarium, or other institution, the
25 principal activity or business of which is the diagnosis,
26 care, and treatment of human illness through the

1 maintenance and operation of organized facilities
2 therefor, which is required to be licensed under the
3 Hospital Licensing Act;

4 (5) A "community living facility" as defined in the
5 Community Living Facilities Licensing Act;

6 (6) (Blank);

7 (7) A "community-integrated living arrangement" as
8 defined in the Community-Integrated Living Arrangements
9 Licensure and Certification Act or a "community
10 residential alternative" as licensed under that Act;

11 (8) An assisted living or shared housing establishment
12 as defined in the Assisted Living and Shared Housing Act;
13 or

14 (9) A supportive living facility as described in
15 Section 5-5.01a of the Illinois Public Aid Code.

16 (e) "Eligible adult" means either an adult with
17 disabilities aged 18 through 59 or a person aged 60 or older
18 who resides in a domestic living situation and is, or is
19 alleged to be, abused, abandoned, neglected, or financially
20 exploited by another individual or who neglects himself or
21 herself. "Eligible adult" also includes an adult who resides
22 in any of the facilities that are excluded from the definition
23 of "domestic living situation" under paragraphs (1) through
24 (9) of subsection (d), if either: (i) the alleged abuse,
25 abandonment, or neglect occurs outside of the facility and not
26 under facility supervision and the alleged abuser is a family

1 member, caregiver, or another person who has a continuing
2 relationship with the adult; or (ii) the alleged financial
3 exploitation is perpetrated by a family member, caregiver, or
4 another person who has a continuing relationship with the
5 adult, but who is not an employee of the facility where the
6 adult resides.

7 (f) "Emergency" means a situation in which an eligible
8 adult is living in conditions presenting a risk of death or
9 physical, mental or sexual injury and the provider agency has
10 reason to believe the eligible adult is unable to consent to
11 services which would alleviate that risk.

12 (f-1) "Financial exploitation" means the use of an
13 eligible adult's resources by another to the disadvantage of
14 that adult or the profit or advantage of a person other than
15 that adult.

16 (f-3) "Investment advisor" means any person required to
17 register as an investment adviser or investment adviser
18 representative under Section 8 of the Illinois Securities Law
19 of 1953, which for purposes of this Act excludes any bank,
20 trust company, savings bank, or credit union, or their
21 respective employees.

22 (f-5) "Mandated reporter" means any of the following
23 persons while engaged in carrying out their professional
24 duties:

25 (1) a professional or professional's delegate while
26 engaged in: (i) social services, (ii) law enforcement,

1 (iii) education, (iv) the care of an eligible adult or
2 eligible adults, or (v) any of the occupations required to
3 be licensed under the Behavior Analyst Licensing Act, the
4 Clinical Psychologist Licensing Act, the Clinical Social
5 Work and Social Work Practice Act, the Illinois Dental
6 Practice Act, the Dietitian Nutritionist Practice Act, the
7 Marriage and Family Therapy Licensing Act, the Medical
8 Practice Act of 1987, the Naprapathic Practice Act, the
9 Nurse Practice Act, the Nursing Home Administrators
10 Licensing and Disciplinary Act, the Illinois Occupational
11 Therapy Practice Act, the Illinois Optometric Practice Act
12 of 1987, the Pharmacy Practice Act, the Illinois Physical
13 Therapy Act, the Physician Assistant Practice Act of 1987,
14 the Podiatric Medical Practice Act of 1987, the
15 Respiratory Care Practice Act, the Professional Counselor
16 and Clinical Professional Counselor Licensing and Practice
17 Act, the Illinois Speech-Language Pathology and Audiology
18 Practice Act, the Veterinary Medicine and Surgery Practice
19 Act of 2004, and the Illinois Public Accounting Act;

20 (1.5) an employee of an entity providing developmental
21 disabilities services or service coordination funded by
22 the Department of Human Services;

23 (2) an employee of a vocational rehabilitation
24 facility prescribed or supervised by the Department of
25 Human Services;

26 (3) an administrator, employee, or person providing

1 services in or through an unlicensed community based
2 facility;

3 (4) any religious practitioner who provides treatment
4 by prayer or spiritual means alone in accordance with the
5 tenets and practices of a recognized church or religious
6 denomination, except as to information received in any
7 confession or sacred communication enjoined by the
8 discipline of the religious denomination to be held
9 confidential;

10 (5) field personnel of the Department of Healthcare
11 and Family Services, Department of Public Health, and
12 Department of Human Services, and any county or municipal
13 health department;

14 (6) personnel of the Department of Human Services, the
15 Guardianship and Advocacy Commission, the State Fire
16 Marshal, local fire departments, the Department on Aging
17 and its subsidiary Area Agencies on Aging and provider
18 agencies, except the State Long Term Care Ombudsman and
19 any of his or her representatives or volunteers where
20 prohibited from making such a report pursuant to 45 CFR
21 1324.11(e) (3) (iv);

22 (7) any employee of the State of Illinois not
23 otherwise specified herein who is involved in providing
24 services to eligible adults, including professionals
25 providing medical or rehabilitation services and all other
26 persons having direct contact with eligible adults;

1 (8) a person who performs the duties of a coroner or
2 medical examiner;

3 (9) a person who performs the duties of a paramedic or
4 an emergency medical technician; ~~or~~

5 (10) a person who performs the duties of an investment
6 adviser or investment adviser representative, as defined
7 in Sections 2.11 and 2.12b of the Illinois Security Law of
8 1953 respectively; ~~investment adviser.~~

9 (11) a person who performs the duties of a dealer or a
10 salesperson as defined in Sections 2.7 and 2.9 of the
11 Illinois Securities Law of 1953 respectively.

12 (12) Employees of financial institutions who have
13 direct contact with eligible adults who are clients of the
14 financial institution and have access to the financial
15 information of the institution's clients. Financial
16 institutions are limited to federally or State-chartered
17 banks, savings banks, savings and loan associations, or
18 credit unions.

19 (g) "Neglect" means another individual's failure to
20 provide an eligible adult with or willful withholding from an
21 eligible adult the necessities of life including, but not
22 limited to, food, clothing, shelter or health care. This
23 subsection does not create any new affirmative duty to provide
24 support to eligible adults. Nothing in this Act shall be
25 construed to mean that an eligible adult is a victim of neglect
26 because of health care services provided or not provided by

1 licensed health care professionals.

2 (h) "Provider agency" means any public or nonprofit agency
3 in a planning and service area that is selected by the
4 Department or appointed by the regional administrative agency
5 with prior approval by the Department on Aging to receive and
6 assess reports of alleged or suspected abuse, abandonment,
7 neglect, or financial exploitation. A provider agency is also
8 referenced as a "designated agency" in this Act.

9 (i) "Regional administrative agency" means any public or
10 nonprofit agency in a planning and service area that provides
11 regional oversight and performs functions as set forth in
12 subsection (b) of Section 3 of this Act. The Department shall
13 designate an Area Agency on Aging as the regional
14 administrative agency or, in the event the Area Agency on
15 Aging in that planning and service area is deemed by the
16 Department to be unwilling or unable to provide those
17 functions, the Department may serve as the regional
18 administrative agency or designate another qualified entity to
19 serve as the regional administrative agency; any such
20 designation shall be subject to terms set forth by the
21 Department.

22 (i-5) "Self-neglect" means a condition that is the result
23 of an eligible adult's inability, due to physical or mental
24 impairments, or both, or a diminished capacity, to perform
25 essential self-care tasks that substantially threaten his or
26 her own health, including: providing essential food, clothing,

1 shelter, and health care; and obtaining goods and services
2 necessary to maintain physical health, mental health,
3 emotional well-being, and general safety. The term includes
4 compulsive hoarding, which is characterized by the acquisition
5 and retention of large quantities of items and materials that
6 produce an extensively cluttered living space, which
7 significantly impairs the performance of essential self-care
8 tasks or otherwise substantially threatens life or safety.

9 (j) "Substantiated case" means a reported case of alleged
10 or suspected abuse, abandonment, neglect, financial
11 exploitation, or self-neglect in which a provider agency,
12 after assessment, determines that there is reason to believe
13 abuse, abandonment, neglect, or financial exploitation has
14 occurred.

15 (k) "Verified" means a determination that there is "clear
16 and convincing evidence" that the specific injury or harm
17 alleged was the result of abuse, abandonment, neglect, or
18 financial exploitation.

19 (Source: P.A. 102-244, eff. 1-1-22; 102-953, eff. 5-27-22;
20 103-329, eff. 1-1-24; 103-626, eff. 1-1-25.)

21 (320 ILCS 20/8) (from Ch. 23, par. 6608)

22 Sec. 8. Access to records.

23 (a) All records concerning reports of abuse, abandonment,
24 neglect, financial exploitation, or self-neglect or reports of
25 suspicious deaths due to abuse, neglect, or financial

1 exploitation and all records generated as a result of such
2 reports shall be confidential and shall not be disclosed
3 except as specifically authorized by this Act or other
4 applicable law. In accord with established law and Department
5 protocols, procedures, and policies, access to such records,
6 but not access to the identity of the person or persons making
7 a report of alleged abuse, abandonment, neglect, financial
8 exploitation, or self-neglect as contained in such records,
9 shall be provided, upon request, to the following persons and
10 for the following persons:

11 (1) Department staff, provider agency staff, other
12 aging network staff, and regional administrative agency
13 staff, including staff of the Chicago Department on Aging
14 while that agency is designated as a regional
15 administrative agency, in the furtherance of their
16 responsibilities under this Act;

17 (1.5) A representative of the public guardian acting
18 in the course of investigating the appropriateness of
19 guardianship for the eligible adult or while pursuing a
20 petition for guardianship of the eligible adult pursuant
21 to the Probate Act of 1975;

22 (2) A law enforcement agency or State's Attorney's
23 office investigating known or suspected abuse,
24 abandonment, neglect, financial exploitation, or
25 self-neglect. Where a provider agency has reason to
26 believe that the death of an eligible adult may be the

1 result of abuse, abandonment, or neglect, including any
2 reports made after death, the agency shall immediately
3 provide the appropriate law enforcement agency with all
4 records pertaining to the eligible adult;

5 (2.5) A law enforcement agency, fire department
6 agency, or fire protection district having proper
7 jurisdiction pursuant to a written agreement between a
8 provider agency and the law enforcement agency, fire
9 department agency, or fire protection district under which
10 the provider agency may furnish to the law enforcement
11 agency, fire department agency, or fire protection
12 district a list of all eligible adults who may be at
13 imminent risk of abuse, abandonment, neglect, financial
14 exploitation, or self-neglect;

15 (3) A physician who has before him or her or who is
16 involved in the treatment of an eligible adult whom he or
17 she reasonably suspects may be abused, abandoned,
18 neglected, financially exploited, or self-neglected or who
19 has been referred to the Adult Protective Services
20 Program;

21 (4) An eligible adult reported to be abused,
22 abandoned, neglected, financially exploited, or
23 self-neglected, or such adult's authorized guardian or
24 agent, unless such guardian or agent is the abuser or the
25 alleged abuser;

26 (4.5) An executor or administrator of the estate of an

1 eligible adult who is deceased;

2 (5) Any ~~A probate court~~ of competent ~~with~~ jurisdiction
3 ~~over the guardianship of an alleged victim~~ for an in
4 camera inspection;

5 (5.5) A guardian ad litem, unless such guardian ad
6 litem is the abuser or alleged abuser;

7 (6) A grand jury, upon its determination that access
8 to such records is necessary in the conduct of its
9 official business;

10 (7) Any person authorized by the Director, in writing,
11 for audit or bona fide research purposes;

12 (8) A coroner or medical examiner who has reason to
13 believe that an eligible adult has died as the result of
14 abuse, abandonment, neglect, financial exploitation, or
15 self-neglect. The Department ~~provider agency~~ shall
16 ~~immediately~~ provide the coroner or medical examiner with
17 all records pertaining to the eligible adult as soon as
18 practicable;

19 (8.5) A coroner or medical examiner having proper
20 jurisdiction, pursuant to a written agreement between a
21 provider agency and the coroner or medical examiner, under
22 which the provider agency may furnish to the office of the
23 coroner or medical examiner a list of all eligible adults
24 who may be at imminent risk of death as a result of abuse,
25 abandonment, neglect, financial exploitation, or
26 self-neglect;

1 (9) Department of Financial and Professional
2 Regulation staff and members of the Illinois Medical
3 Disciplinary Board or the Social Work Examining and
4 Disciplinary Board in the course of investigating alleged
5 violations of the Clinical Social Work and Social Work
6 Practice Act by provider agency staff or other licensing
7 bodies at the discretion of the Director of the Department
8 on Aging;

9 (9-a) Department of Healthcare and Family Services
10 staff and provider agency staff when that Department is
11 funding services to the eligible adult, including access
12 to the identity of the eligible adult;

13 (9-b) Department of Human Services staff and provider
14 agency staff when that Department is funding services to
15 the eligible adult or is providing reimbursement for
16 services provided by the abuser or alleged abuser,
17 including access to the identity of the eligible adult;

18 (10) Hearing officers in the course of conducting an
19 administrative hearing under this Act; parties to such
20 hearing shall be entitled to discovery as established by
21 rule;

22 (11) A caregiver who challenges placement on the
23 Registry shall be given the statement of allegations in
24 the abuse report and the substantiation decision in the
25 final investigative report; and

26 (12) The Illinois Guardianship and Advocacy Commission

1 and the agency designated by the Governor under Section 1
2 of the Protection and Advocacy for Persons with
3 Developmental Disabilities Act shall have access, through
4 the Department, to records, including the findings,
5 pertaining to a completed or closed investigation of a
6 report of suspected abuse, abandonment, neglect, financial
7 exploitation, or self-neglect of an eligible adult.

8 (b) The Department, at its discretion, may provide the
9 records to any professional licensing board or commission,
10 investigatory units, prosecutorial units or similar
11 disciplinary bodies if any substantiated abuser falls under
12 their purview as well as any persons listed under subsection
13 (a).

14 (Source: P.A. 102-244, eff. 1-1-22; 103-329, eff. 1-1-24.)

15 (320 ILCS 20/16 new)

16 Sec. 16. Financial transactional holds for eligible
17 adults.

18 (a) Any financial institution or employee of a financial
19 institution who, in good faith and exercising reasonable care,
20 uses a transactional hold under this Section and acts in
21 accordance with subsection (b) and the financial institution's
22 internal policy shall not be liable in any civil or
23 administrative proceeding for a transactional hold made by the
24 employee or the financial institution. This limitation on
25 liability includes any administrative and civil liability that

1 might arise from the delayed transaction or disbursement.
2 Financial institutions are limited to federally or
3 State-chartered banks, savings banks, savings and loan
4 associations, or credit unions.

5 (b) Financial institutions may issue initial transactional
6 holds when employees of the financial institution have a
7 reasonable suspicion that a transaction or disbursement from
8 an account of an eligible adult may involve, facilitate,
9 result in, or contribute to financial exploitation of an
10 eligible adult. Any initial transactional holds done under
11 this Section must be followed by an internal review that
12 satisfies the internal policies of the financial institution
13 that issued the hold.

14 (c) All financial institutions under this Act that utilize
15 a transactional hold under this Section must create internal
16 policies regarding identifying and reporting financial
17 exploitation of eligible adults and the transactional holds
18 specified in this Section. Policies shall include measures to
19 determine if undue influence is being imposed on the client to
20 make transactions or withdrawals.

21 (d) The duration of these initial transactional holds is
22 limited to no longer than 15 business days or sooner if the
23 financial institution has satisfied its own internal policies
24 by conducting a review of the facts and circumstances
25 surrounding the reasonable suspicion and has made a
26 determination that no financial exploitation of the eligible

1 adult is taking place. The financial institution may issue an
2 extended transactional hold for an additional 45 business days
3 following the initial hold if the internal review of the
4 available facts and circumstances continues to support the
5 reasonable suspicion that financial exploitation of the
6 specified adult has occurred, is occurring, has been
7 attempted, or will be attempted. The length of the extended
8 transactional hold may be shortened or extended at any time by
9 a court of competent jurisdiction. If any financial
10 institution issues any transactional hold under this Section,
11 the financial institution must provide written notice of the
12 transactional hold to all parties authorized to transact
13 business on the account within 3 business days of the hold
14 being issued. This written notice must reference the
15 requirements and time frames detailed in this Section.

16 (e) Any financial institution conducting an internal
17 review conducted under this Section that results in reasonable
18 suspicion that a transaction or disbursement may involve,
19 facilitate, result in, or contribute to financial exploitation
20 of an eligible adult involving an individual with a continuing
21 relationship with the eligible adult must notify Adult
22 Protective Services and local law enforcement of its findings
23 within 3 business days and share any related documentation.
24 For the purpose of this Section, local law enforcement is the
25 law enforcement covering the jurisdiction of the eligible
26 adult's principal residence. Any financial institution

1 conducting an internal review conducted under this Section
2 that results in reasonable suspicion that a transaction or
3 disbursement may involve, facilitate, result in, or contribute
4 to financial fraud of an eligible adult must notify local law
5 enforcement. Financial fraud is limited to forms of financial
6 exploitation that fall outside the scope of this Act. All
7 information shared shall be maintained for the confidential
8 use of law enforcement and the Department and shall not be
9 disclosed under the Freedom of Information Act. This
10 information access does not entitle all entities to Adult
11 Protective Services records.

12 (f) All financial institutions under this Act must have
13 any employee who falls under paragraph (12) of subsection
14 (f-5) of Section 2 to complete Adult Protective Services
15 mandated reporter training. Current employees hired before the
16 effective date of this amendatory Act of the 104th General
17 Assembly who meet these criteria must complete the training
18 within 6 months after the effective date of this amendatory
19 Act of the 104th General Assembly. Employees hired on or after
20 the effective date of this amendatory Act of the 104th General
21 Assembly who would meet these criteria must complete the
22 training within 6 months of their initial date of employment.

23 Section 25. The Criminal Code of 2012 is amended by
24 changing Section 17-56 as follows:

1 (720 ILCS 5/17-56) (was 720 ILCS 5/16-1.3)

2 Sec. 17-56. Financial exploitation of an elderly person or
3 a person with a disability.

4 (a) A person commits financial exploitation of an elderly
5 person or a person with a disability or an attempt thereof when
6 he or she stands in a position of trust or confidence with the
7 elderly person or a person with a disability and he or she
8 knowingly:

9 (1) by deception or intimidation obtains control over
10 the property of an elderly person or a person with a
11 disability; or

12 (2) illegally uses the assets or resources of an
13 elderly person or a person with a disability.

14 (b) Sentence. Financial exploitation of an elderly person
15 or a person with a disability or an attempt thereof is: (1) a
16 Class 4 felony if the value of the property is \$300 or less,
17 (2) a Class 3 felony if the value of the property is more than
18 \$300 but less than \$5,000, (3) a Class 2 felony if the value of
19 the property is \$5,000 or more but less than \$50,000, and (4) a
20 Class 1 felony if the value of the property is \$50,000 or more
21 or if the elderly person is 70 years of age or older and the
22 value of the property is \$15,000 or more or if the elderly
23 person is 80 years of age or older and the value of the
24 property is \$5,000 or more.

25 (c) For purposes of this Section:

26 (1) "Elderly person" means a person 60 years of age or

1 older.

2 (2) "Person with a disability" means a person who
3 suffers from a physical or mental impairment resulting
4 from disease, injury, functional disorder or congenital
5 condition that impairs the individual's mental or physical
6 ability to independently manage his or her property or
7 financial resources, or both.

8 (3) "Intimidation" means the communication to an
9 elderly person or a person with a disability that he or she
10 shall be deprived of food and nutrition, shelter,
11 prescribed medication or medical care and treatment or
12 conduct as provided in Section 12-6 of this Code.

13 (4) "Deception" means, in addition to its meaning as
14 defined in Section 15-4 of this Code, a misrepresentation
15 or concealment of material fact relating to the terms of a
16 contract or agreement entered into with the elderly person
17 or person with a disability or to the existing or
18 pre-existing condition of any of the property involved in
19 such contract or agreement; or the use or employment of
20 any misrepresentation, false pretense or false promise in
21 order to induce, encourage or solicit the elderly person
22 or person with a disability to enter into a contract or
23 agreement.

24 The illegal use or an attempt thereof of the assets or
25 resources of an elderly person or a person with a disability
26 includes, but is not limited to, the misappropriation of those

1 assets or resources by undue influence, breach of a fiduciary
2 relationship, fraud, deception, extortion, or use of the
3 assets or resources contrary to law.

4 A person stands in a position of trust and confidence with
5 an elderly person or person with a disability when he (i) is a
6 parent, spouse, adult child or other relative by blood or
7 marriage of the elderly person or person with a disability,
8 (ii) is a joint tenant or tenant in common with the elderly
9 person or person with a disability, (iii) has a legal or
10 fiduciary relationship with the elderly person or person with
11 a disability, (iv) is a financial planning or investment
12 professional, (v) is a paid or unpaid caregiver for the
13 elderly person or person with a disability, or (vi) is a friend
14 or acquaintance in a position of trust.

15 (d) Limitations. Nothing in this Section shall be
16 construed to limit the remedies available to the victim under
17 the Illinois Domestic Violence Act of 1986.

18 (e) Good faith efforts. Nothing in this Section shall be
19 construed to impose criminal liability on a person who has
20 made a good faith effort to assist the elderly person or person
21 with a disability in the management of his or her property, but
22 through no fault of his or her own has been unable to provide
23 such assistance.

24 (f) Not a defense. It shall not be a defense to financial
25 exploitation of an elderly person or person with a disability
26 or an attempt thereof that the accused reasonably believed

1 that the victim was not an elderly person or person with a
2 disability. Consent is not a defense to financial exploitation
3 of an elderly person or a person with a disability or an
4 attempt thereof if the accused knew or had reason to know that
5 the elderly person or a person with a disability lacked
6 capacity to consent.

7 (g) Civil Liability. A civil cause of action exists for
8 financial exploitation of an elderly person or a person with a
9 disability as described in subsection (a) of this Section. A
10 person against whom a civil judgment has been entered for
11 financial exploitation of an elderly person or person with a
12 disability or an attempt thereof shall be liable to the victim
13 or to the estate of the victim in damages of treble the amount
14 of the value of the property obtained, plus reasonable
15 attorney fees and court costs. In a civil action under this
16 subsection, the burden of proof that the defendant committed
17 financial exploitation of an elderly person or a person with a
18 disability or an attempt thereof as described in subsection
19 (a) of this Section shall be by a preponderance of the
20 evidence. This subsection shall be operative whether or not
21 the defendant has been charged or convicted of the criminal
22 offense as described in subsection (a) of this Section. This
23 subsection (g) shall not limit or affect the right of any
24 person to bring any cause of action or seek any remedy
25 available under the common law, or other applicable law,
26 arising out of the financial exploitation of an elderly person

1 or a person with a disability or an attempt thereof.

2 (h) If a person is charged with financial exploitation of
3 an elderly person or a person with a disability or an attempt
4 thereof that involves the taking or loss of property valued at
5 more than \$5,000, a prosecuting attorney may file a petition
6 with the circuit court of the county in which the defendant has
7 been charged to freeze the assets of the defendant in an amount
8 equal to but not greater than the alleged value of lost or
9 stolen property in the defendant's pending criminal proceeding
10 for purposes of restitution to the victim. The burden of proof
11 required to freeze the defendant's assets shall be by a
12 preponderance of the evidence.

13 (Source: P.A. 102-244, eff. 1-1-22; 103-293, eff. 1-1-24.)

14 Section 30. The Illinois Securities Law of 1953 is amended
15 by adding Section 18.5 as follows:

16 (815 ILCS 5/18.5 new)

17 Sec. 18.5. Transactional holds for eligible adults.

18 (a) All dealers, salespersons, investment advisers, and
19 investment adviser representatives who, in good faith and
20 exercising reasonable care, uses a transactional hold under
21 this Section and acts in accordance with subsection (b) and
22 the financial firm's internal policy shall not be liable in
23 any civil or administrative proceeding for a transactional
24 hold made by the broker-dealers and investment advisers or the

1 financial firm. This limitation on liability includes any
2 administrative and civil liability that might arise from the
3 delayed transaction or disbursement.

4 (b) Dealers, salespersons, investment advisers, and
5 investment adviser representatives may issue initial
6 transactional holds when they have a reasonable suspicion that
7 a transaction or disbursement from an account of an eligible
8 adult may involve, facilitate, result in, or contribute to
9 financial exploitation of that eligible adult. Any initial
10 transactional holds done under this Section must be followed
11 by an internal review that satisfies the internal policies of
12 the financial firms that issued the hold. For the purposes of
13 this Section, "eligible adult" and "financial exploitation"
14 have the meanings ascribed to those terms in the Adult
15 Protective Services Act.

16 (c) Dealers and investment advisers must create internal
17 policies regarding identifying and reporting financial
18 exploitation of eligible adults and the transactional holds
19 specified in this Section. Policies shall include measures to
20 determine if undue influence is being imposed on the client to
21 make transactions or withdrawals.

22 (d) The duration of these initial transactional holds is
23 limited to no longer than 15 business days or sooner if the
24 dealer or investment advisor has satisfied its own internal
25 policies by conducting a review of the facts and circumstances
26 surrounding the reasonable suspicion and has made a

1 determination that no financial exploitation of the eligible
2 adult is taking place. The dealer or investment advisor may
3 issue an extended transactional hold for an additional 45
4 business days following the initial hold if the internal
5 review of the available facts and circumstances continues to
6 support the reasonable suspicion that financial exploitation
7 of the specified adult has occurred, is occurring, has been
8 attempted, or will be attempted. The length of the extended
9 transactional hold may be shortened or extended at any time by
10 a court of competent jurisdiction. If any dealer or investment
11 advisor issues any transactional hold under this Section, the
12 dealer or investment advisor must provide written notice of
13 the transactional hold to all parties authorized to transact
14 business on the account. This written notice must reference
15 the requirements and time frames detailed in this Section.

16 (e) Any dealer or investment adviser that employs
17 broker-dealers and investment advisers conducting an internal
18 review under this Section that results in reasonable suspicion
19 that a transaction or disbursement may involve, facilitate,
20 result in, or contribute to financial exploitation of an
21 eligible adult must notify Adult Protective Services and local
22 law enforcement of its findings within 3 business days and
23 share any related documentation. A financial fraud is limited
24 to forms of financial exploitation that fall outside the scope
25 of the Adult Protective Services Act. All information shared
26 shall be maintained for the confidential use of law

1 enforcement, the Department, and the Department on Aging and
2 shall not be disclosed under the Freedom of Information Act.
3 This information access does not entitle all entities to Adult
4 Protective Services records.

5 (f) All dealers and investment advisers under this Act
6 must have any employee that falls under paragraphs (10) and
7 (11) of subsection (f-5) of Section 2 of the Adult Protective
8 Services Act to complete Adult Protective Services mandated
9 reporter training. Current employees hired before the
10 effective date of this amendatory Act of the 104th General
11 Assembly who meet these criteria must complete the training
12 within 6 months after the effective date of this amendatory
13 Act of the 104th General Assembly. Employees hired on or after
14 the effective date of this amendatory Act of the 104th General
15 Assembly who would meet these criteria must complete the
16 training within 6 months of their initial date of employment.

17 Section 99. Effective date. This Act takes effect January
18 1, 2027.