



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

SB3971

Introduced 1/21/2022, by Sen. Laura M. Murphy

SYNOPSIS AS INTRODUCED:

205 ILCS 5/48.1	from Ch. 17, par. 360
205 ILCS 5/48.6	
205 ILCS 205/4013	from Ch. 17, par. 7304-13
205 ILCS 205/9011	from Ch. 17, par. 7309-11

Amends the Illinois Banking Act. In provisions concerning customer financial records and confidentiality, provides that a bank shall disclose financial records only after the bank sends a copy of the subpoena, summons, warrant, citation, or court order to the person establishing the relationship with the bank at the person's last known address through a third-party commercial carrier or courier with delivery charge fully prepaid, by hand delivery, or by electronic delivery at an email address on file with the bank. In provisions concerning retention of records, provides that each bank shall retain its records in a manner consistent with prudent business practices and applicable State or federal laws, rules, and regulations. Provides that except where a retention period is required by State or federal laws, rules, or regulations, a bank may destroy its records. Removes provisions concerning retention of records. Makes the same changes in the Savings Bank Act. Makes other changes. Effective immediately.

LRB102 24625 BMS 33863 b

1 AN ACT concerning regulation.

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

4 Section 5. The Illinois Banking Act is amended by changing
5 Sections 48.1 and 48.6 as follows:

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

7 Sec. 48.1. Customer financial records; confidentiality.

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

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

12 (2) a statement, ledger card or other record on any
13 deposit or account, which shows each transaction in or
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 records,
3 or the examination of the records by a certified public
4 accountant engaged by the bank to perform an independent
5 audit.

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

26 (17) The disclosure of financial records or

1 information as necessary to effect, administer, or enforce
2 a transaction requested or authorized by the customer, or
3 in connection with:

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

6 (B) maintaining or servicing a customer's account
7 with the bank; or

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

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

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

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

26 (B) (1) For purposes of this paragraph (19) of

1 subsection (b) of Section 48.1, a "private label credit
2 program" means a credit program involving a financial
3 institution and a private label party that is used by a
4 customer of the financial institution and the private
5 label party primarily for payment for goods or services
6 sold, manufactured, or distributed by a private label
7 party.

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

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

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

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

25 (3) be tendered to the bank at the earliest
26 practicable time following its execution,

1 certification, and notarization;

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

4 (5) be in substantially the following form:

5 CUSTOMER CONSENT AND AUTHORIZATION
6 FOR RELEASE OF FINANCIAL RECORDS

7 I, , hereby authorize
8 (Name of Customer)

9
10 (Name of Financial Institution)

11
12 (Address of Financial Institution)

13 to disclose the following financial records:

14 any and all information concerning my deposit, savings, money
15 market, certificate of deposit, individual retirement,
16 retirement plan, 401(k) plan, incentive plan, employee benefit
17 plan, mutual fund and loan accounts (including, but not
18 limited to, any indebtedness or obligation for which I am a
19 co-borrower, co-obligor, guarantor, or surety), and any and
20 all other accounts in which I have an interest and any other

1 information regarding me in the possession of the Financial
2 Institution,

3 to the Illinois Department of Human Services or the Illinois
4 Department of Healthcare and Family Services, or both ("the
5 Department"), for the following purpose(s):

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

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

1 Department identified above and no other person or entity
 2 shall receive my financial records pursuant to this Consent
 3 and Authorization. By signing this form, I agree to indemnify
 4 and hold the Financial Institution harmless from any and all
 5 claims, demands, and losses, including reasonable attorneys
 6 fees and expenses, arising from or incurred in its reliance on
 7 this Consent and Authorization. As used herein, "Customer"
 8 shall mean "Member" if the Financial Institution is a credit
 9 union.

10
 11

(Date)

(Signature of Customer)

12
 13

13
 14

(Address of Customer)

15
 16

(Customer's birth date)

17
 (month/day/year)

18 The undersigned witness certifies that,
 19 known to me to be the same person whose name is subscribed as
 20 the customer to the foregoing Consent and Authorization,
 21 appeared before me and the notary public and acknowledged
 22 signing and delivering the instrument as his or her free and

1 voluntary act for the uses and purposes therein set forth. I
 2 believe him or her to be of sound mind and memory. The
 3 undersigned witness also certifies that the witness is not an
 4 owner, operator, or relative of an owner or operator of a
 5 long-term care facility in which the customer is a patient or
 6 resident.

7 Dated:

8 (Signature of Witness)

9

10 (Print Name of Witness)

11

12

13 (Address of Witness)

14 State of Illinois)

15) ss.

16 County of

17 The undersigned, a notary public in and for the above county
 18 and state, certifies that, known to me to be the
 19 same person whose name is subscribed as the customer to the
 20 foregoing Consent and Authorization, appeared before me
 21 together with the witness,, in person and

1 acknowledged signing and delivering the instrument as the free
2 and voluntary act of the customer for the uses and purposes
3 therein set forth.

4 Dated:

5 Notary Public:

6 My commission expires:

7 (B) In no event shall the bank distribute the
8 customer's financial records to the long-term care
9 facility from which the customer seeks initial or
10 continuing residency or long-term care services.

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

23 (D) A bank shall be reimbursed by the customer for all
24 costs reasonably necessary and directly incurred in

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

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

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

17 (2) authorize his or her attorney or duly
18 appointed agent to request and obtain the customer's
19 financial records and disclose those financial records
20 to the Department.

21 (F) For purposes of this paragraph (20), "Department"
22 means the Department of Human Services and the Department
23 of Healthcare and Family Services or any successor
24 administrative agency of either agency.

25 (c) Except as otherwise provided by this Act, a bank may
26 not disclose to any person, except to the customer or his duly

1 authorized agent, any financial records or financial
2 information obtained from financial records relating to that
3 customer of that bank unless:

4 (1) the customer has authorized disclosure to the
5 person;

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

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

14 (d) A bank shall disclose financial records under
15 paragraph (2) of subsection (c) of this Section under a lawful
16 subpoena, summons, warrant, citation to discover assets, or
17 court order only after the bank sends ~~maile~~ a copy of the
18 subpoena, summons, warrant, citation to discover assets, or
19 court order to the person establishing the relationship with
20 the bank, if living, and, otherwise the person's ~~his~~ personal
21 representative, if known, at the person's ~~his~~ last known
22 address by first class mail, postage prepaid, through a
23 third-party commercial carrier or courier with delivery charge
24 fully prepaid, by hand delivery, or by electronic delivery at
25 an email address on file with the bank (if the person
26 establishing the relationship with the bank has consented to

1 receive electronic delivery and, if the person establishing
2 the relationship with the bank is a consumer, the person has
3 consented under the consumer consent provisions set forth in
4 Section 7001 of Title 15 of the United States Code), unless the
5 bank is specifically prohibited from notifying the person by
6 order of court or by applicable State or federal law. A bank
7 shall not mail a copy of a subpoena to any person pursuant to
8 this subsection if the subpoena was issued by a grand jury
9 under the Statewide Grand Jury Act.

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

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

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

1 (Source: P.A. 100-22, eff. 1-1-18; 100-664, eff. 1-1-19;
2 100-888, eff. 8-14-18; 101-81, eff. 7-12-19.)

3 (205 ILCS 5/48.6)

4 Sec. 48.6. Retention of records.

5 (a) Each bank shall retain its records in a manner
6 consistent with prudent business practices and in accordance
7 with this Act and applicable State or federal laws, rules, and
8 regulations. The record retention system utilized must be able
9 to accurately produce such records.

10 (b) Except where a retention period is required by State
11 or federal laws, rules, or regulations, a bank may destroy its
12 records subject to the considerations set forth in subsection
13 (a). In the destruction of records, the bank shall take
14 reasonable precautions to ensure the confidentiality of
15 information in the records.

16 ~~Unless a federal law requires otherwise, the Commissioner may~~
17 ~~by rule prescribe periods of time for which banks operating~~
18 ~~under this Act must retain records and after the expiration of~~
19 ~~which, the bank may destroy those records. No liability shall~~
20 ~~accrue against the bank, the Commissioner, or this State for~~
21 ~~the destruction of records according to rules of the~~
22 ~~Commissioner promulgated under the authority of this Section.~~
23 ~~In any cause or proceeding in which any records may be called~~
24 ~~in question or be demanded by any bank, a showing of the~~
25 ~~expiration of the period so prescribed shall be sufficient~~

1 ~~excuse for failure to produce them.~~

2 (Source: P.A. 91-929, eff. 12-15-00.)

3 Section 10. The Savings Bank Act is amended by changing
4 Sections 4013 and 9011 as follows:

5 (205 ILCS 205/4013) (from Ch. 17, par. 7304-13)

6 Sec. 4013. Access to books and records; communication with
7 members and shareholders.

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

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

1 customer, including financial statements or other financial
2 information provided by the member or shareholder.

3 (c) This Section does not prohibit:

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

10 (2) The examination of any financial records by, or
11 the furnishing of financial records by a savings bank to,
12 any officer, employee, or agent of the Commissioner of
13 Banks and Real Estate or the federal depository
14 institution regulator for use solely in the exercise of
15 his duties as an officer, employee, or agent.

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

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

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

25 (6) The exchange in the regular course of business of
26 (i) credit information between a savings bank and other

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

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

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

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

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

20 (11) The furnishing of information pursuant to any
21 other statute which by its terms or by regulations
22 promulgated thereunder requires the disclosure of
23 financial records other than by subpoena, summons,
24 warrant, or court order.

25 (12) The furnishing of information in accordance with
26 the federal Personal Responsibility and Work Opportunity

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

18 (13) The furnishing of information to law enforcement
19 authorities, the Illinois Department on Aging and its
20 regional administrative and provider agencies, the
21 Department of Human Services Office of Inspector General,
22 or public guardians: (i) upon subpoena by the
23 investigatory entity or the guardian, or (ii) if there is
24 suspicion by the savings bank that a customer who is an
25 elderly person or person with a disability has been or may
26 become the victim of financial exploitation. For the

1 purposes of this item (13), the term: (i) "elderly person"
2 means a person who is 60 or more years of age, (ii) "person
3 with a disability" means a person who has or reasonably
4 appears to the savings bank to have a physical or mental
5 disability that impairs his or her ability to seek or
6 obtain protection from or prevent financial exploitation,
7 and (iii) "financial exploitation" means tortious or
8 illegal use of the assets or resources of an elderly
9 person or person with a disability, and includes, without
10 limitation, misappropriation of the assets or resources of
11 the elderly person or person with a disability by undue
12 influence, breach of fiduciary relationship, intimidation,
13 fraud, deception, extortion, or the use of assets or
14 resources in any manner contrary to law. A savings bank or
15 person furnishing information pursuant to this item (13)
16 shall be entitled to the same rights and protections as a
17 person furnishing information under the Adult Protective
18 Services Act and the Illinois Domestic Violence Act of
19 1986.

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

24 (A) servicing or processing a financial product or
25 service requested or authorized by the member or
26 holder of capital;

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

3 (C) a proposed or actual securitization or
4 secondary market sale (including sales of servicing
5 rights) related to a transaction of a member or holder
6 of capital.

7 Nothing in this item (14), however, authorizes the
8 sale of the financial records or information of a member
9 or holder of capital without the consent of the member or
10 holder of capital.

11 (15) The exchange in the regular course of business of
12 information between a savings bank and any commonly owned
13 affiliate of the savings bank, subject to the provisions
14 of the Financial Institutions Insurance Sales Law.

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

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

1 (b) (1) For purposes of this paragraph (17) of
2 subsection (c) of Section 4013, a "private label credit
3 program" means a credit program involving a financial
4 institution and a private label party that is used by a
5 customer of the financial institution and the private
6 label party primarily for payment for goods or services
7 sold, manufactured, or distributed by a private label
8 party.

9 (2) For purposes of this paragraph (17) of subsection
10 (c) of Section 4013, a "private label party" means, with
11 respect to a private label credit program, any of the
12 following: a retailer, a merchant, a manufacturer, a trade
13 group, or any such person's affiliate, subsidiary, member,
14 agent, or service provider.

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

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

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

26 (3) be tendered to the savings bank at the

1 earliest practicable time following its execution,
2 certification, and notarization;

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

5 (5) be in substantially the following form:

6 CUSTOMER CONSENT AND AUTHORIZATION
7 FOR RELEASE OF FINANCIAL RECORDS

8 I, , hereby authorize
9 (Name of Customer)

10
11 (Name of Financial Institution)

12
13 (Address of Financial Institution)

14 to disclose the following financial records:

15 any and all information concerning my deposit, savings, money
16 market, certificate of deposit, individual retirement,
17 retirement plan, 401(k) plan, incentive plan, employee benefit
18 plan, mutual fund and loan accounts (including, but not
19 limited to, any indebtedness or obligation for which I am a
20 co-borrower, co-obligor, guarantor, or surety), and any and

1 all other accounts in which I have an interest and any other
2 information regarding me in the possession of the Financial
3 Institution,

4 to the Illinois Department of Human Services or the Illinois
5 Department of Healthcare and Family Services, or both ("the
6 Department"), for the following purpose(s):

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

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

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

11

12 (Date) (Signature of Customer)

13

14

15 (Address of Customer)

16

17 (Customer's birth date)

18 (month/day/year)

19 The undersigned witness certifies that,
 20 known to me to be the same person whose name is subscribed as
 21 the customer to the foregoing Consent and Authorization,
 22 appeared before me and the notary public and acknowledged

1 signing and delivering the instrument as his or her free and
 2 voluntary act for the uses and purposes therein set forth. I
 3 believe him or her to be of sound mind and memory. The
 4 undersigned witness also certifies that the witness is not an
 5 owner, operator, or relative of an owner or operator of a
 6 long-term care facility in which the customer is a patient or
 7 resident.

8 Dated:

9 (Signature of Witness)

10

11 (Print Name of Witness)

12

13

14 (Address of Witness)

15 State of Illinois)

16) ss.

17 County of

18 The undersigned, a notary public in and for the above county
 19 and state, certifies that, known to me to be the
 20 same person whose name is subscribed as the customer to the
 21 foregoing Consent and Authorization, appeared before me

1 together with the witness,, in person and
 2 acknowledged signing and delivering the instrument as the free
 3 and voluntary act of the customer for the uses and purposes
 4 therein set forth.

5 Dated:
 6 Notary Public:
 7 My commission expires:

8 (b) In no event shall the savings bank distribute the
 9 customer's financial records to the long-term care
 10 facility from which the customer seeks initial or
 11 continuing residency or long-term care services.

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

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

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

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

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

23 (f) For purposes of this paragraph (18), "Department"
24 means the Department of Human Services and the Department
25 of Healthcare and Family Services or any successor
26 administrative agency of either agency.

1 (d) A savings bank may not disclose to any person, except
2 to the member or holder of capital or his duly authorized
3 agent, any financial records relating to that member or
4 shareholder of the savings bank unless:

5 (1) the member or shareholder has authorized
6 disclosure to the person; or

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

11 (e) A savings bank shall disclose financial records under
12 subsection (d) of this Section pursuant to a lawful subpoena,
13 summons, warrant, citation to discover assets, or court order
14 only after the savings bank sends ~~maile~~ a copy of the subpoena,
15 summons, warrant, citation to discover assets, or court order
16 to the person establishing the relationship with the savings
17 bank, if living, and otherwise, the person's ~~his~~ personal
18 representative, if known, at the person's ~~his~~ last known
19 address by first class mail, postage prepaid, through a
20 third-party commercial carrier or courier with delivery charge
21 fully prepaid, by hand delivery, or by electronic delivery at
22 an email address on file with the savings bank (if the person
23 establishing the relationship with the savings bank has
24 consented to receive electronic delivery and, if the person
25 establishing the relationship with the savings bank is a
26 consumer, the person has consented under the consumer consent

1 provisions set forth in Section 7001 of Title 15 of the United
2 States Code), unless the savings bank is specifically
3 prohibited from notifying the person by order of court.

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

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

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

26 (i) A savings bank shall be reimbursed for costs that are

1 necessary and that have been directly incurred in searching
2 for, reproducing, or transporting books, papers, records, or
3 other data of a customer required to be reproduced pursuant to
4 a lawful subpoena, warrant, citation to discover assets, or
5 court order.

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

14 (Source: P.A. 99-143, eff. 7-27-15; 100-22, eff. 1-1-18;
15 100-201, eff. 8-18-17; 100-664, eff. 1-1-19.)

16 (205 ILCS 205/9011) (from Ch. 17, par. 7309-11)

17 Sec. 9011. Record keeping and retention of records by a
18 savings bank.

19 (a) Each savings bank shall retain its records in a manner
20 consistent with prudent business practices and in accordance
21 with this Act and applicable State or federal laws, rules, and
22 regulations. The record retention system utilized must be able
23 to accurately produce such records. ~~is required to maintain~~
24 ~~appropriate books and records, as required by the Secretary,~~
25 ~~that are in accordance with generally accepted accounting~~

1 ~~principles and the requirements of its insurer of accounts.~~
2 ~~All books and records shall be current, complete, organized,~~
3 ~~and accessible to the Secretary, the Secretary's agents and~~
4 ~~examiners, and to the savings bank's auditors and accountants.~~

5 (a-5) Except where a retention period is required by State
6 or federal laws, rules, or regulations, a savings bank may
7 destroy its records subject to the considerations set forth in
8 subsection (a). In the destruction of records, the savings
9 bank shall take reasonable precautions to ensure the
10 confidentiality of information in the records.

11 (b) Each savings bank shall implement internal control and
12 security measures for its data processing activities. A
13 contract with a data processing service or for data processing
14 services must provide that records maintained shall at all
15 times be available for examination and audit by the Secretary.

16 (c) The Secretary may further regulate these matters by
17 the promulgation of rules concerning data processing. As used
18 herein, "data processing" means all electronic or automated
19 systems of communication and data processing by computer.

20 (d) Unless a federal law requires otherwise, the Secretary
21 may by regulation prescribe periods of time for which savings
22 banks operating under this Act must retain records and after
23 the expiration of which, the savings bank may destroy those
24 records. No liability shall accrue against the savings bank,
25 the Secretary, or this State for destruction of records
26 according to regulations of the Secretary promulgated under

1 the authority of this Section. In any cause or proceeding in
2 which any records may be called in question or be demanded by
3 any savings bank, a showing of the expiration of the period so
4 prescribed shall be sufficient excuse for failure to produce
5 them.

6 (Source: P.A. 97-492, eff. 1-1-12.)

7 Section 99. Effective date. This Act takes effect upon
8 becoming law.