



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

HB2960

Introduced 2/19/2021, by Rep. Camille Y. Lilly

SYNOPSIS AS INTRODUCED:

See Index

Amends the Illinois Banking Act, the Savings Bank Act, and the Illinois Credit Union Act to provide that if a subpoena, summons, warrant, or other request for a customer's records is presented to a bank or credit union by an agency or department of the federal government, or by an officer, agent, or employee of such federal agency or department, the bank or credit union is not required to release records until the bank or credit union has been furnished with a written certification that the requesting agency or department has satisfied its obligations under the Right to Financial Privacy Act of 1978. Makes other changes. Amends the Illinois Trust and Payable on Death Accounts Act. Provides that a holder of a payment on death account may elect a per stirpes distribution option to the descendants of a natural person beneficiary if the beneficiary predeceases the last surviving holder of the account. Provides that the financial institution may rely on the account holder's written representation of the identity of the descendants of each beneficiary living at the time of the beneficiary designation, and may also rely on an affidavit executed by a natural person beneficiary or descendant of a natural person beneficiary of the last surviving holder of the account upon or after the death of the account holder that identifies the descendants of any predeceased natural person beneficiary. Provides that 100% of the account must be distributed to all beneficiaries upon the death of the last surviving holder of the account. Makes other changes. Amends the Promissory Note and Bank Holiday Act. Provides that, if the bank is going to be closed for no more than a half day to permit personnel to attend a funeral, visitation, or other memorial service held for a deceased officer, employee, or director of the bank, or a family member of such person, the bank need only notify the Secretary and post conspicuously in the lobby of any affected office or branch of the bank notice of the hours during which the bank will be closed. Requires the notification to the Secretary and posting of notice in the lobby of the office or branch to be accomplished not less than 24 hours in advance of the day during which such closing will occur.

LRB102 13415 BMS 18759 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 80 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 mails a copy of the subpoena,
18 summons, warrant, citation to discover assets, or court order
19 to the person establishing the relationship with the bank, if
20 living, and, otherwise his personal representative, if known,
21 at his last known address by first class mail, postage
22 prepaid, unless the bank is specifically prohibited from
23 notifying the person by order of court or by applicable State
24 or federal law. A bank shall not mail a copy of a subpoena to
25 any person pursuant to this subsection if the subpoena was
26 issued by a grand jury under the Statewide Grand Jury Act.

1 (d-1) If a subpoena, summons, warrant, or other request
2 for a customer's records is presented to the bank by an agency
3 or department of the federal government, or by an officer,
4 agent, or employee of such federal agency or department, a
5 bank is not required to release records until the bank has been
6 furnished with a written certification that the requesting
7 agency or department has satisfied its obligations under the
8 federal Right to Financial Privacy Act of 1978.

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

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

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

26 (Source: P.A. 100-22, eff. 1-1-18; 100-664, eff. 1-1-19;

1 100-888, eff. 8-14-18; 101-81, eff. 7-12-19.)

2 (205 ILCS 5/80) (from Ch. 17, par. 392)

3 Sec. 80. Board; powers. The Board shall have the following
4 powers in addition to any others that may be granted to it by
5 law:

6 (a) (Blank).

7 (b) To review, consider, and make recommendations to the
8 Director of Banking upon any banking matters.

9 (c) (Blank).

10 (d) (Blank).

11 (e) To review, consider, and submit to the Director of
12 Banking and to the Governor proposals for amendments to this
13 Act or for changes in or additions to the administration
14 thereof which in the opinion of the Board are necessary or
15 desirable in order to assure the safe and sound conduct of the
16 banking business.

17 (f) To require the Secretary to furnish the Board space
18 for meetings to be held by the Board as well as to require the
19 Secretary to provide such clerical and technical assistance as
20 the Board may require.

21 (g) To adopt its own by-laws with respect to Board
22 meetings and procedures. Such by-laws shall provide that:

23 (i) A majority of the whole Board constitutes a
24 quorum.

25 (ii) A majority of the quorum shall constitute

1 effective action except that a vote of a majority of the
2 whole Board shall be necessary for recommendations made to
3 the Director of Banking and to the Governor with regard to
4 proposed amendments to this Act or to the administrative
5 practices hereunder.

6 (iii) The Board shall meet at least once in each
7 calendar year and upon the call of the Director of Banking
8 or a majority of the Board. The Director of Banking or a
9 majority of the Board may call such special or additional
10 meetings as may be deemed necessary or desirable.

11 (h) (Blank).

12 (i) (Blank).

13 (j) (Blank).

14 (k) (Blank).

15 (l) (Blank).

16 (m) To authorize the transfer of funds from the Illinois
17 Bank Examiners' Education Fund to the Bank and Trust Company
18 Fund. Any amount transferred shall be retransferred to the
19 Illinois Bank Examiners' Education Fund from the Bank and
20 Trust Company Fund within 3 years.

21 (n) To maintain and direct the investments of the Illinois
22 Bank Examiners' Education Fund.

23 (o) To evaluate various courses, programs, curricula, and
24 schools of continuing education and professional training that
25 are available from within the United States for State banking
26 department examination personnel and develop a program known

1 as the Illinois Bank Examiners' Education Program. The Board
2 shall determine which courses, programs, curricula, and
3 schools will be included in the Program to be funded by the
4 Foundation.

5 (p) To review and examine bank call report fee revenue and
6 the disbursement of the fees.

7 (Source: P.A. 96-1163, eff. 1-1-11.)

8 Section 10. The Savings Bank Act is amended by changing
9 Section 4013 as follows:

10 (205 ILCS 205/4013) (from Ch. 17, par. 7304-13)

11 Sec. 4013. Access to books and records; communication with
12 members and shareholders.

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

20 (b) For the purpose of this Section, the term "financial
21 records" means any original, any copy, or any summary of (1) a
22 document granting signature authority over a deposit or
23 account; (2) a statement, ledger card, or other record on any
24 deposit or account that shows each transaction in or with

1 respect to that account; (3) a check, draft, or money order
2 drawn on a savings bank or issued and payable by a savings
3 bank; or (4) any other item containing information pertaining
4 to any relationship established in the ordinary course of a
5 savings bank's business between a savings bank and its
6 customer, including financial statements or other financial
7 information provided by the member or shareholder.

8 (c) This Section does not prohibit:

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

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

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

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

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

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

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

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

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

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

25 (11) The furnishing of information pursuant to any
26 other statute which by its terms or by regulations

1 promulgated thereunder requires the disclosure of
2 financial records other than by subpoena, summons,
3 warrant, or court order.

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

23 (13) The furnishing of information to law enforcement
24 authorities, the Illinois Department on Aging and its
25 regional administrative and provider agencies, the
26 Department of Human Services Office of Inspector General,

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

25 (14) The disclosure of financial records or
26 information as necessary to effect, administer, or enforce

1 a transaction requested or authorized by the member or
2 holder of capital, or in connection with:

3 (A) servicing or processing a financial product or
4 service requested or authorized by the member or
5 holder of capital;

6 (B) maintaining or servicing an account of a
7 member or holder of capital with the savings 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 member or holder
11 of capital.

12 Nothing in this item (14), however, authorizes the
13 sale of the financial records or information of a member
14 or holder of capital without the consent of the member or
15 holder of capital.

16 (15) The exchange in the regular course of business of
17 information between a savings bank and any commonly owned
18 affiliate of the savings bank, subject to the provisions
19 of the Financial Institutions Insurance Sales Law.

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

24 (17) (a) The disclosure of financial records or
25 information related to a private label credit program
26 between a financial institution and a private label party

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

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

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

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

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

11 CUSTOMER CONSENT AND AUTHORIZATION
 12 FOR RELEASE OF FINANCIAL RECORDS

13 I, , hereby authorize

14 (Name of Customer)

15

16 (Name of Financial Institution)

17

18 (Address of Financial Institution)

19 to disclose the following financial records:

20 any and all information concerning my deposit, savings, money

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

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

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

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

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

16
 17

(Date)

(Signature of Customer)

18
 19

19
 20

(Address of Customer)

21
 22

(Customer's birth date)

23
 (month/day/year)

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

12 Dated:

13 (Signature of Witness)

14

15 (Print Name of Witness)

16

17

18 (Address of Witness)

19 State of Illinois)

20) ss.

21 County of

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

9 Dated:

10 Notary Public:

11 My commission expires:

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

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

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

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

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

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

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

1 to the Department.

2 (f) For purposes of this paragraph (18), "Department"
3 means the Department of Human Services and the Department
4 of Healthcare and Family Services or any successor
5 administrative agency of either agency.

6 (d) A savings bank may not disclose to any person, except
7 to the member or holder of capital or his duly authorized
8 agent, any financial records relating to that member or
9 shareholder of the savings bank unless:

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

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

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

26 (e-1) If a subpoena, summons, warrant, or other request

1 for a customer's records is presented to the savings bank by an
2 agency or department of the federal government, or by an
3 officer, agent, or employee of such federal agency or
4 department, a savings bank is not required to release records
5 until the savings bank has been furnished with a written
6 certification that the requesting agency or department has
7 satisfied its obligations under the federal Right to Financial
8 Privacy Act of 1978.

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

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

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

1 appropriate and truthful, shall direct that it be prepared and
2 mailed to the members upon the requesting member's or
3 shareholder's payment or adequate provision for payment of the
4 expenses of preparation and mailing.

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

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

19 (Source: P.A. 99-143, eff. 7-27-15; 100-22, eff. 1-1-18;
20 100-201, eff. 8-18-17; 100-664, eff. 1-1-19.)

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

23 (205 ILCS 305/10) (from Ch. 17, par. 4411)

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

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

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

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

22 (b) This Section does not prohibit:

23 (1) The preparation, examination, handling or
24 maintenance of any financial records by any officer,
25 employee or agent of a credit union having custody of such
26 records, or the examination of such records by a certified

1 public accountant engaged by the credit union to perform
2 an independent audit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 (15) The disclosure of financial records or
26 information as necessary to protect against or prevent

1 actual or potential fraud, unauthorized transactions,
2 claims, or other liability.

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

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

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

23 (17)(a) The furnishing of financial records of a
24 member to the Department to aid the Department's initial
25 determination or subsequent re-determination of the
26 member's eligibility for Medicaid and Medicaid long-term

1 care benefits for long-term care services, provided that
2 the credit union receives the written consent and
3 authorization of the member, which shall:

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

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

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

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

13 (5) be in substantially the following form:

14 CUSTOMER CONSENT AND AUTHORIZATION

15 FOR RELEASE OF FINANCIAL RECORDS

16 I, , hereby authorize
17 (Name of Customer)

18
19 (Name of Financial Institution)

20
21 (Address of Financial Institution)

1 to disclose the following financial records:

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

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

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

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

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

19

20 (Date)

(Signature of Customer)

21

22

23 (Address of Customer)

1
2

(Customer's birth date)

3 (month/day/year)

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

15 Dated:
16

(Signature of Witness)

17
18

(Print Name of Witness)

19
20

.....

21 (Address of Witness)

1 State of Illinois)

2) ss.

3 County of)

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

12 Dated:

13 Notary Public:

14 My commission expires:

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

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

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

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

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

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

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

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

9 (18) The furnishing of the financial records of a
10 member to an appropriate law enforcement authority,
11 without prior notice to or consent of the member, upon
12 written request of the law enforcement authority, when
13 reasonable suspicion of an imminent threat to the personal
14 security and safety of the member exists that necessitates
15 an expedited release of the member's financial records, as
16 determined by the law enforcement authority. The law
17 enforcement authority shall include a brief explanation of
18 the imminent threat to the member in its written request
19 to the credit union. The written request shall reflect
20 that it has been authorized by a supervisory or managerial
21 official of the law enforcement authority. The decision to
22 furnish the financial records of a member to a law
23 enforcement authority shall be made by a supervisory or
24 managerial official of the credit union. A credit union
25 providing information in accordance with this item (18)
26 shall not be liable to the member or any other person for

1 the disclosure of the information to the law enforcement
2 authority.

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

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

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

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

17 (d) A credit union shall disclose financial records under
18 item (3) (c) (2) of this Section pursuant to a lawful subpoena,
19 summons, warrant, citation to discover assets, or court order
20 only after the credit union mails a copy of the subpoena,
21 summons, warrant, citation to discover assets, or court order
22 to the person establishing the relationship with the credit
23 union, if living, and otherwise his personal representative,
24 if known, at his last known address by first class mail,
25 postage prepaid unless the credit union is specifically
26 prohibited from notifying the person by order of court or by

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

7 (d-1) If a subpoena, summons, warrant, or other request
8 for a customer's records is presented to the credit union by an
9 agency or department of the federal government, or by an
10 officer, agent, or employee of such federal agency or
11 department, a credit union is not required to release records
12 until the credit union has been furnished with a written
13 certification that the requesting agency or department has
14 satisfied its obligations under the federal Right to Financial
15 Privacy Act of 1978.

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

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

25 (f) A credit union shall be reimbursed for costs which are
26 reasonably necessary and which have been directly incurred in

1 searching for, reproducing or transporting books, papers,
2 records or other data of a member required or requested to be
3 produced pursuant to a lawful subpoena, summons, warrant,
4 citation to discover assets, or court order. The Secretary and
5 the Director may determine, by rule, the rates and conditions
6 under which payment shall be made. Delivery of requested
7 documents may be delayed until final reimbursement of all
8 costs is received.

9 (Source: P.A. 100-22, eff. 1-1-18; 100-664, eff. 1-1-19;
10 100-778, eff. 8-10-18; 101-81, eff. 7-12-19.)

11 Section 20. The Illinois Trust and Payable on Death
12 Accounts Act is amended by changing Section 4 as follows:

13 (205 ILCS 625/4) (from Ch. 17, par. 2134)

14 Sec. 4. Payable on Death Account Incidents. If one or more
15 persons opening or holding an account sign an agreement with
16 the institution providing that on the death of the last
17 surviving person designated as holder the account shall be
18 paid to or held by one or more designated beneficiaries, the
19 account, and any balance therein which exists from time to
20 time, shall be held as a payment on death account and unless
21 otherwise agreed in writing between the person or persons
22 opening or holding the account and the institution:

23 (a) Any holder during his or her lifetime may change any of
24 the designated beneficiaries to own the account at the death

1 of the last surviving holder without the knowledge or consent
2 of any other holder or the designated beneficiaries by a
3 written instrument accepted by the institution;

4 (b) Any holder may make additional deposits to and
5 withdraw any part or all of the account at any time without the
6 knowledge or consent of any other holder or the designated
7 beneficiaries to own the account at the death of the last
8 surviving holder, subject to the bylaws and regulations of the
9 institution, and all withdrawals shall constitute a revocation
10 of the agreement as to the amount withdrawn; ~~and~~

11 (c) Upon the death of the last surviving holder of the
12 account, the beneficiary designated to be the owner of the
13 account (i) who is then living, if the beneficiary is a natural
14 person, or (ii) that maintains a lawful existence under the
15 state or federal authority pursuant to which it was organized,
16 if the beneficiary is not a natural person, shall be the sole
17 owner of the account. If, ~~unless~~ more than one beneficiary is
18 so designated and then living or in existence, ~~in which case~~
19 those beneficiaries shall hold the account in equal shares as
20 tenants in common with no right of survivorship as between
21 those beneficiaries; ~~and~~.

22 (d) Notwithstanding anything to the contrary in subsection
23 (c), any holder of the account may elect a per stirpes
24 distribution option to the descendants of a natural person
25 beneficiary if the beneficiary predeceases the last surviving
26 holder of the account. The institution may rely on the account

1 holder's written representation of the identity of the
2 descendants of each beneficiary living at the time of the
3 beneficiary designation. The institution may also rely on an
4 affidavit executed by a natural person beneficiary or
5 descendant of a natural person beneficiary of the last
6 surviving holder of the account upon or after the death of the
7 account holder that identifies the descendants of any
8 predeceased natural person beneficiary. The total percentage
9 of the account to be distributed to all beneficiaries upon the
10 death of the last surviving holder of the account must equal
11 100%. If no beneficiary designated as the owner of the account
12 on the death of the last surviving holder is then living or in
13 existence, or if no descendant of a natural person beneficiary
14 is then living if a per stirpes distribution has been
15 selected, the proceeds shall vest in the estate of the last
16 surviving holder of the account.

17 (Source: P.A. 96-1151, eff. 7-21-10.)

18 Section 25. The Promissory Note and Bank Holiday Act is
19 amended by changing Section 17 as follows:

20 (205 ILCS 630/17) (from Ch. 17, par. 2201)

21 Sec. 17. Holidays.

22 (a) The following days shall be legal holidays in the
23 State of Illinois upon which day a bank may, but is not
24 required to, remain closed:

1 the first day of January (New Year's Day);
2 the third Monday in January (observance of Martin Luther
3 King, Jr.'s birthday);
4 the twelfth day in February (Abraham Lincoln's birthday);
5 the third Monday in February (Presidents Day);
6 the first Monday in March (observance of Casimir Pulaski's
7 birthday);
8 the Friday preceding Easter Sunday (Good Friday);
9 the last Monday of May (Memorial Day);
10 the fourth day of July (Independence Day);
11 the first Monday in September (Labor Day);
12 the second Monday in October (Columbus Day);
13 the eleventh day of November (Veterans' Day);
14 the fourth Thursday in November (Thanksgiving Day);
15 the twenty-fifth day in December (Christmas Day);
16 the days upon which the general elections for members of
17 the House of Representatives are held, and any day proclaimed
18 by the Governor of this State as a legal holiday. From 12
19 o'clock noon to 12 o'clock midnight of each Saturday shall be
20 considered a half holiday. In addition to such holidays and
21 half-holidays, a bank may select one day of the week to remain
22 closed, as provided in subsection (b) of this Section.

23 (b) Any bank doing business within this State may select
24 any one day of the week to remain closed on a regular basis
25 upon adoption of a resolution by the board of directors of such
26 bank designating the day selected and upon filing and

1 publishing a copy of such resolution as hereinafter required.
2 Any such resolution shall be deemed effective for the purpose
3 of this Section only when a copy thereof, certified by an
4 officer having charge of the records of such bank, is filed
5 with the Recorder of the county in which such bank is located
6 and published once each week for 3 successive weeks in a
7 newspaper of general circulation in such county. Such
8 publication shall be accomplished by, and at the expense of,
9 the bank, and the bank shall submit to the Commissioner of
10 Banks and Real Estate such evidence of the publication as the
11 Commissioner shall deem appropriate. Any such selection shall
12 remain in full force and effect until a copy of the later
13 resolution of the board of directors of such bank, certified
14 in like manner, terminating or altering any such prior
15 selection shall be filed and published in the same manner as
16 such prior resolution.

17 (c) If an occasion arises when a state bank wishes to
18 remain closed on a particular day, other than a day on which
19 the bank has selected to remain closed on a regular basis as
20 provided in this Section, such state bank may remain closed on
21 such an occasion after first sending to the Commissioner a
22 copy of a resolution adopted by the board of directors
23 authorizing the bank to remain closed on such occasion and
24 notice of the intent to remain closed on such occasion shall be
25 conspicuously posted in the lobby of the main banking office
26 and any branches of such bank for at least 3 weeks in advance

1 of such occasion. Any day which any bank doing business within
2 the State shall select to remain closed pursuant to this
3 Section shall, with respect to such bank, be treated and
4 considered as a Sunday. Notwithstanding the notification time
5 frames and procedures otherwise stated in this subsection, if
6 the bank is going to be closed for no more than a half day to
7 permit personnel to attend a funeral, visitation, or other
8 memorial service held for a deceased officer, employee, or
9 director of the bank, or a family member of such person, the
10 bank need only notify the Secretary and post conspicuously in
11 the lobby of any affected office or branch of the bank notice
12 of the hours during which the bank will be closed. Such
13 notification to the Secretary and posting of notice in the
14 lobby of the office or branch shall be accomplished not less
15 than 24 hours in advance of the day during which such closing
16 will occur.

17 (d) All legal holidays, the half holidays and any day
18 selected by a bank doing business within the State to remain
19 closed, shall, for all purposes whatsoever, as regards the
20 presenting for payment or acceptance, the maturity and
21 protesting and giving of notice of the dishonor of bills of
22 exchange, bank checks and promissory notes and other
23 negotiable or commercial paper or instrument, be treated and
24 considered as a Sunday. When any such holidays fall on Sunday,
25 the Monday next following shall be held and considered such
26 holiday. All notes, bills, drafts, checks or other evidence of

1 indebtedness, falling due or maturing on either of such days,
2 shall be deemed as due or maturing upon the day following, and
3 when 2 or more of these days come together, or immediately
4 succeeding each other, then such instruments, paper or
5 indebtedness shall be deemed as due or having matured on the
6 day following the last of such days.

7 (e) Any act authorized, required or permitted to be
8 performed at or by or with respect to any bank doing business
9 within the State on a day which it has selected to remain
10 closed under this Section may be so performed on the next
11 succeeding business day and no liability or loss of rights of
12 any kind shall result from such delay.

13 (f) Nothing in this Act shall in any manner affect the
14 validity of, or render void or voidable, the payment,
15 certification, or acceptance of a check or other negotiable
16 instrument, or any other transaction by a bank in this State,
17 because done or performed on any Saturday, Sunday, holiday, or
18 any day selected by a bank to remain closed, or during any time
19 other than regular banking hours; but no bank in this State,
20 which by law or custom is entitled to remain open or to close
21 for the whole or any part of any day selected by it to remain
22 open or to close, is compelled to close, or to remain open for
23 the transaction of business or to perform any of the acts or
24 transactions aforesaid except at its own option.

25 (Source: P.A. 89-508, eff. 7-3-96; 89-567, eff. 7-26-96;
26 90-14, eff. 7-1-97.)

1 INDEX

2 Statutes amended in order of appearance

3	205 ILCS 5/48.1	from Ch. 17, par. 360
4	205 ILCS 5/80	from Ch. 17, par. 392
5	205 ILCS 205/4013	from Ch. 17, par. 7304-13
6	205 ILCS 305/10	from Ch. 17, par. 4411
7	205 ILCS 625/4	from Ch. 17, par. 2134
8	205 ILCS 630/17	from Ch. 17, par. 2201