

1 AN ACT concerning finances.

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

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

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

7 Sec. 48.1. Customer financial records; confidentiality.

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

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

12 (2) a statement, ledger card or other record on any
13 deposit or account, which shows each transaction in or
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 (21) The furnishing of financial information to the
26 executor, executrix, administrator, or other lawful

1 representative of the estate of a customer.

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

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

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

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

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

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

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

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

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

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

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

1 (205 ILCS 205/4013) (from Ch. 17, par. 7304-13)

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

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

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

23 (c) This Section does not prohibit:

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

1 records or examination of records by a certified public
2 accountant engaged by the savings bank to perform an
3 independent audit.

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

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

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

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

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

1 pursuant to a purchase or sale involving the savings bank
2 or assets or liabilities of the savings bank.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 sold, manufactured, or distributed by a private label
2 party.

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

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

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

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

20 (3) be tendered to the savings bank at the
21 earliest practicable time following its execution,
22 certification, and notarization;

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

25 (5) be in substantially the following form:

1 CUSTOMER CONSENT AND AUTHORIZATION
 2 FOR RELEASE OF FINANCIAL RECORDS

3 I, , hereby authorize
 4 (Name of Customer)

5
 6 (Name of Financial Institution)

7
 8 (Address of Financial Institution)

9 to disclose the following financial records:

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

19 to the Illinois Department of Human Services or the Illinois
 20 Department of Healthcare and Family Services, or both ("the

1 Department"), for the following purpose(s):

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

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

1 fees and expenses, arising from or incurred in its reliance on
 2 this Consent and Authorization. As used herein, "Customer"
 3 shall mean "Member" if the Financial Institution is a credit
 4 union.

5

6 (Date) (Signature of Customer)

7

8

9 (Address of Customer)

10

11 (Customer's birth date)

12 (month/day/year)

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

1 resident.

2 Dated:

3 (Signature of Witness)

4

5 (Print Name of Witness)

6

7

8 (Address of Witness)

9 State of Illinois)

10) ss.

11 County of

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

20 Dated:

1 Notary Public:

2 My commission expires:

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

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

20 (d) A savings bank shall be reimbursed by the customer
21 for all costs reasonably necessary and directly incurred
22 in searching for, reproducing, and disclosing a customer's
23 financial records required or requested to be produced
24 pursuant to any consent and authorization executed under
25 this paragraph (18). The requested financial records shall

1 be delivered to the Department within 10 days after
2 receiving a properly executed consent and authorization or
3 at the earliest practicable time thereafter if the
4 requested records cannot be delivered within 10 days, but
5 delivery may be delayed until the final reimbursement of
6 all costs is received by the savings bank. The savings
7 bank may honor a photostatic or electronic copy of a
8 properly executed consent and authorization.

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

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

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

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

21 (19) The furnishing of financial information to the
22 executor, executrix, administrator, or other lawful
23 representative of the estate of a customer.

24 (d) A savings bank may not disclose to any person, except
25 to the member or holder of capital or his duly authorized
26 agent, any financial records relating to that member or

1 shareholder of the savings bank unless:

2 (1) the member or shareholder has authorized
3 disclosure to the person; or

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

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

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

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

1 (h) If any member or shareholder desires to communicate
2 with the other members or shareholders of the savings bank
3 with reference to any question pending or to be presented at an
4 annual or special meeting, the savings bank shall give that
5 person, upon request, a statement of the approximate number of
6 members or shareholders entitled to vote at the meeting and an
7 estimate of the cost of preparing and mailing the
8 communication. The requesting member shall submit the
9 communication to the Commissioner who, upon finding it to be
10 appropriate and truthful, shall direct that it be prepared and
11 mailed to the members upon the requesting member's or
12 shareholder's payment or adequate provision for payment of the
13 expenses of preparation and mailing.

14 (i) A savings bank shall be reimbursed for costs that are
15 necessary and that have been directly incurred in searching
16 for, reproducing, or transporting books, papers, records, or
17 other data of a customer required to be reproduced pursuant to
18 a lawful subpoena, warrant, citation to discover assets, or
19 court order.

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

1 identification of the customer's accounts.

2 (Source: P.A. 99-143, eff. 7-27-15; 100-22, eff. 1-1-18;
3 100-201, eff. 8-18-17; 100-664, eff. 1-1-19.)

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

6 (205 ILCS 305/10) (from Ch. 17, par. 4411)

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

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

13 (2) A photostatic or photographic reproduction of any
14 credit union records shall be admissible as evidence of
15 transactions with the credit union.

16 (3)(a) For the purpose of this Section, the term
17 "financial records" means any original, any copy, or any
18 summary of (1) a document granting signature authority over an
19 account, (2) a statement, ledger card or other record on any
20 account which shows each transaction in or with respect to
21 that account, (3) a check, draft or money order drawn on a
22 financial institution or other entity or issued and payable by
23 or through a financial institution or other entity, or (4) any
24 other item containing information pertaining to any

1 relationship established in the ordinary course of business
2 between a credit union and its member, including financial
3 statements or other financial information provided by the
4 member.

5 (b) This Section does not prohibit:

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

12 (2) The examination of any financial records by or the
13 furnishing of financial records by a credit union to any
14 officer, employee or agent of the Department, the National
15 Credit Union Administration, Federal Reserve board or any
16 insurer of share accounts for use solely in the exercise
17 of his duties as an officer, employee or agent.

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

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

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

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

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

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

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

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

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

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

26 (12) The furnishing of information in accordance with

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

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

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

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

26 (B) maintaining or servicing a member's account

1 with the credit union; or

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

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

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

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

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

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

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

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

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

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

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

22 (5) be in substantially the following form:

23 CUSTOMER CONSENT AND AUTHORIZATION

24 FOR RELEASE OF FINANCIAL RECORDS

1 I, , hereby authorize

2 (Name of Customer)

3

4 (Name of Financial Institution)

5

6 (Address of Financial Institution)

7 to disclose the following financial records:

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

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

20 to aid in the initial determination or re-determination by the

1 State of Illinois of my eligibility for Medicaid long-term
2 care benefits, pursuant to applicable law.

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

1 union.

2

3 (Date) (Signature of Customer)

4

5

6 (Address of Customer)

7

8 (Customer's birth date)

9 (month/day/year)

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

21 Dated:

1 (Signature of Witness)

2

3 (Print Name of Witness)

4

5

6 (Address of Witness)

7 State of Illinois)

8) ss.

9 County of

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

18 Dated:

19 Notary Public:

20 My commission expires:

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

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

18 (d) A credit union shall be reimbursed by the member
19 for all costs reasonably necessary and directly incurred
20 in searching for, reproducing, and disclosing a member's
21 financial records required or requested to be produced
22 pursuant to any consent and authorization executed under
23 this item (17). The requested financial records shall be
24 delivered to the Department within 10 days after receiving
25 a properly executed consent and authorization or at the
26 earliest practicable time thereafter if the requested

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

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

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

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

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

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

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

12 (19) The furnishing of financial information to the
13 executor, executrix, administrator, or other lawful
14 representative of the estate of a member.

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

19 (1) the member has authorized disclosure to the
20 person;

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

25 (3) the credit union is attempting to collect an
26 obligation owed to the credit union and the credit union

1 complies with the provisions of Section 2I of the Consumer
2 Fraud and Deceptive Business Practices Act.

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

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

23 (2) Any person who knowingly and willfully induces or
24 attempts to induce any officer or employee of a credit union to
25 disclose financial records in violation of this Section is
26 guilty of a business offense and upon conviction thereof shall

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

2 (f) A credit union shall be reimbursed for costs which are
3 reasonably necessary and which have been directly incurred in
4 searching for, reproducing or transporting books, papers,
5 records or other data of a member required or requested to be
6 produced pursuant to a lawful subpoena, summons, warrant,
7 citation to discover assets, or court order. The Secretary and
8 the Director may determine, by rule, the rates and conditions
9 under which payment shall be made. Delivery of requested
10 documents may be delayed until final reimbursement of all
11 costs is received.

12 (Source: P.A. 100-22, eff. 1-1-18; 100-664, eff. 1-1-19;
13 100-778, eff. 8-10-18; 101-81, eff. 7-12-19.)

14 Section 20. The Financial Institutions Electronic
15 Documents and Digital Signature Act is amended by changing
16 Section 10 as follows:

17 (205 ILCS 705/10)

18 Sec. 10. Electronic documents; digital signatures;
19 electronic notices.

20 (a) Electronic documents. If in the regular course of
21 business, a financial institution possesses, records, or
22 generates any document, representation, image, substitute
23 check, reproduction, or combination thereof, of any agreement,
24 transaction, act, occurrence, or event by any electronic or

1 computer-generated process that accurately reproduces,
2 comprises, or records the agreement, transaction, act,
3 occurrence, or event, the recording, comprising, or
4 reproduction shall have the same force and effect under the
5 laws of this State as one comprised, recorded, or created on
6 paper or other tangible form by writing, typing, printing, or
7 similar means.

8 (b) Digital signatures. In any communication,
9 acknowledgement, agreement, or contract between a financial
10 institution and its customer, in which a signature is required
11 or used, any party to the communication, acknowledgement,
12 agreement, or contract may affix a signature by use of a
13 digital signature, and the digital signature, when lawfully
14 used by the person whose signature it purports to be, shall
15 have the same force and effect as the use of a manual signature
16 if it is unique to the person using it, is capable of
17 verification, is under the sole control of the person using
18 it, and is linked to data in such a manner that if the data are
19 changed, the digital signature is invalidated. Nothing in this
20 Section shall require any financial institution or customer to
21 use or permit the use of a digital signature.

22 (c) Electronic notices.

23 (1) Consent to electronic records. If a statute,
24 regulation, or other rule of law requires that information
25 relating to a transaction or transactions in or affecting
26 intrastate commerce in this State be provided or made

1 available by a financial institution to a consumer in
2 writing, the use of an electronic record to provide or
3 make available that information satisfies the requirement
4 that the information be in writing if:

5 (A) the consumer has affirmatively consented to
6 the use of an electronic record to provide or make
7 available that information and has not withdrawn
8 consent;

9 (B) the consumer, prior to consenting, is provided
10 with a clear and conspicuous statement:

11 (i) informing the consumer of:

12 (I) any right or option of the consumer to
13 have the record provided or made available on
14 paper or in nonelectronic form, and

15 (II) the right of the consumer to withdraw
16 the consent to have the record provided or
17 made available in an electronic form and of
18 any conditions, consequences (which may
19 include termination of the parties'
20 relationship), or fees in the event of a
21 withdrawal of consent;

22 (ii) informing the consumer of whether the
23 consent applies:

24 (I) only to the particular transaction
25 that gave rise to the obligation to provide
26 the record, or

1 (II) to identified categories of records
2 that may be provided or made available during
3 the course of the parties' relationship;

4 (iii) describing the procedures the consumer
5 must use to withdraw consent, as provided in
6 clause (i), and to update information needed to
7 contact the consumer electronically; and

8 (iv) informing the consumer:

9 (I) how, after the consent, the consumer
10 may, upon request, obtain a paper copy of an
11 electronic record, and

12 (II) whether any fee will be charged for a
13 paper copy;

14 (C) the consumer:

15 (i) prior to consenting, is provided with a
16 statement of the hardware and software
17 requirements for access to and retention of the
18 electronic records; and

19 (ii) consents electronically, or confirms his
20 or her consent electronically, in a manner that
21 reasonably demonstrates that the consumer can
22 access information in the electronic form that
23 will be used to provide the information that is
24 the subject of the consent; and

25 (D) after the consent of a consumer in accordance
26 with subparagraph (A), if a change in the hardware or

1 software requirements needed to access or retain
2 electronic records creates a material risk that the
3 consumer will not be able to access or retain a
4 subsequent electronic record that was the subject of
5 the consent, the person providing the electronic
6 record:

7 (i) provides the consumer with a statement of:

8 (I) the revised hardware and software
9 requirements for access to and retention of
10 the electronic records, and

11 (II) the right to withdraw consent without
12 the imposition of any fees for the withdrawal
13 and without the imposition of any condition or
14 consequence that was not disclosed under
15 subparagraph (B) (i); and

16 (ii) again complies with subparagraph (C).

17 (2) Other rights.

18 (A) Preservation of consumer protections. Nothing
19 in this subsection (c) affects the content or timing
20 of any disclosure or other record required to be
21 provided or made available to any consumer under any
22 statute, regulation, or other rule of law.

23 (B) Verification or acknowledgment. If a law that
24 was enacted prior to this amendatory Act of the 95th
25 General Assembly expressly requires a record to be
26 provided or made available by a specified method that

1 requires verification or acknowledgment of receipt,
2 the record may be provided or made available
3 electronically only if the method used provides the
4 required verification or acknowledgment of receipt.

5 (2.5) Consent to electronic transactions given by the
6 customer pursuant to the federal Electronic Signatures in
7 Global and National Commerce Act, 15 U.S.C. 7001, shall
8 satisfy the consent requirements of this Act.

9 (3) Effect of failure to obtain electronic consent or
10 confirmation of consent. The legal effectiveness,
11 validity, or enforceability of any contract executed by a
12 consumer shall not be denied solely because of the failure
13 to obtain electronic consent or confirmation of consent by
14 that consumer in accordance with paragraph (1) (C) (ii).

15 (4) Prospective effect. Withdrawal of consent by a
16 consumer shall not affect the legal effectiveness,
17 validity, or enforceability of electronic records provided
18 or made available to that consumer in accordance with
19 paragraph (1) prior to implementation of the consumer's
20 withdrawal of consent. A consumer's withdrawal of consent
21 shall be effective within a reasonable period of time
22 after receipt of the withdrawal by the provider of the
23 record. Failure to comply with paragraph (1) (D) may, at
24 the election of the consumer, be treated as a withdrawal
25 of consent for purposes of this paragraph.

26 (5) Prior consent. This subsection does not apply to

1 any records that are provided or made available to a
2 consumer who has consented prior to the effective date of
3 this amendatory Act of the 95th General Assembly to
4 receive the records in electronic form as permitted by any
5 statute, regulation, or other rule of law.

6 (6) Oral communications. An oral communication or a
7 recording of an oral communication shall not qualify as an
8 electronic record for purposes of this subsection (c),
9 except as otherwise provided under applicable law.

10 (Source: P.A. 94-458, eff. 8-4-05; 95-77, eff. 8-13-07.)

11 Section 25. The Probate Act of 1975 is amended by changing
12 Section 6-15 as follows:

13 (755 ILCS 5/6-15) (from Ch. 110 1/2, par. 6-15)

14 Sec. 6-15. Executor to administer all estate of decedent.→

15 (a) The executor or the administrator with the will
16 annexed shall administer all the testate and intestate estate
17 of the decedent.

18 (b) Any person doing business or performing transactions
19 on behalf of or at the direction of an executor or
20 administrator with the will annexed shall be entitled to the
21 presumption that the executor or administrator with the will
22 annexed is lawfully authorized to conduct the business or
23 perform the transaction without such person investigating the
24 source of the authority and without verifying that the actions

1 of the executor or administrator with the will annexed comply
2 with a will or any order of the probate court, unless such
3 person has actual knowledge to the contrary.

4 (Source: P.A. 79-328.)