

AN ACT concerning insurance.

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

Section 5. The Illinois Insurance Code is amended by
changing Sections 155.22a and 155.22b as follows:

(215 ILCS 5/155.22a)

Sec. 155.22a. Coverage for subjects of abuse.

(a) No company authorized to transact life, health, or
disability income, or property and casualty insurance in this
State may:

(1) Deny, refuse to issue, refuse to renew, refuse
to reissue, cancel, or otherwise terminate an insurance
policy or restrict coverage on an individual because that
individual is or has been the subject of abuse or because
that individual seeks or has sought: (i) medical or
psychological treatment for abuse; or (ii) protection or
shelter from abuse;

(2) Charge a different rate for the same coverage
for an insurance policy because an individual insured
under such policy has a history of or is a subject of
abuse;

(3) Deny a claim by an insured as a result of his
or her status as being or having been a subject of abuse,
except as otherwise permitted or required by the laws of
this State; or

(4) Ask an insured or an applicant for insurance
whether that individual is or has been a subject of abuse
or whether that individual seeks or has sought: (i)
medical or psychological treatment specifically for
abuse; or (ii) protection or shelter from abuse.

(b) No company authorized to transact life, health, or

disability income, or property and casualty insurance in this State may fail to maintain strict confidentiality of information, as defined in the Insurance Information and Privacy Protection Article of this Code, relating to an applicant's or insured's abuse status or to a medical or psychological condition that the company knows is abuse-related. Disclosure of such abuse-related information shall be subject to the disclosure limitations and conditions contained in Section 1014 of this Code.

(c) Nothing in this Section shall be construed to prohibit a company specified in subsection (a) from (i) refusing to insure, refusing to continue to insure, limiting the amount, extent, or kind of coverage available to an individual, or charging a different rate for the same coverage on the basis of that individual's physical or mental condition regardless of the underlying cause of such condition; (ii) declining to issue a life insurance policy insuring an individual who is or has been the subject of abuse if the perpetrator of the abuse is the applicant or would be the owner of the insurance policy; or (iii) inquiring about a physical or mental condition, even if that condition was caused by or is related in any manner to abuse.

(d) As used in this Section, "abuse" means the occurrence of one or more of the following acts between family members, current or former household members, or current or former intimate partners:

(1) Attempting to cause or intentionally, knowingly, or recklessly causing another person, including a minor child, to be harassed or intimidated or subject to bodily injury, physical harm, rape, sexual assault, or involuntary sexual intercourse; or

(2) Knowingly engaging in a course of conduct or repeatedly committing acts without proper authority that place the person toward whom such acts are directed,

including a minor child, in a reasonable fear of bodily injury or physical harm; or

(3) Subjecting another person, including a minor child, to false imprisonment.

(e) No company specified in subsection (a) above shall be held civilly or criminally liable for any cause of action that may be brought because of compliance with this Section. Nothing in this Section, however, shall preclude the jurisdiction of any administrative agency to carry out its statutory authority.

(Source: P.A. 90-245, eff. 1-1-98.)

(215 ILCS 5/155.22b)

Sec. 155.22b. Rating, claims handling, and underwriting decisions.

(a) No company issuing a policy of property and casualty insurance may use the fact that an applicant or insured incurred bodily injury as a result of a battery or other violent act committed against him or her by a spouse or person in the same household as a sole reason for a rating, underwriting, or claims handling decision.

(b) If a policy excludes property coverage for intentional acts, the insurer may not deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if the loss arose out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss. Payment to the innocent co-insured may be limited to his or her ownership interest in the property as reduced by any payments to a mortgagor or other secured interest.

(Source: P.A. 90-700, eff. 8-7-98.)