



Rep. Katie Stuart

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10400HB4767ham001

LRB104 19925 KTG 36702 a

1 AMENDMENT TO HOUSE BILL 4767

2 AMENDMENT NO. _____. Amend House Bill 4767 by replacing
3 everything after the enacting clause with the following:

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

6 (205 ILCS 5/48.1)

7 Sec. 48.1. Customer financial records; confidentiality.

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

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

12 (2) a statement, ledger card, l 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, l or money order drawn on a bank or
16 issued and payable by a bank; or

1 (4) any other item containing information pertaining
2 to any relationship established in the ordinary course of
3 a bank's business between a bank and its customer,
4 including financial statements or other financial
5 information provided by the customer.

6 (b) This Section does not prohibit:

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

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

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

26 (4) The making of reports or returns required under

1 Chapter 61 of the Internal Revenue Code of 1986.

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

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

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

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

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

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

25 (11) The furnishing of information under any other
26 statute that, by its terms or by regulations promulgated

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

3 (12) The furnishing of information about the existence
4 of an account of a person to a judgment creditor of that
5 person who has made a written request for that
6 information.

7 (13) The exchange in the regular course of business of
8 information between commonly owned banks in connection
9 with a transaction authorized under paragraph (23) of
10 Section 5 and conducted at an affiliate facility.

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

1 served with a subpoena, summons, warrant, court or
2 administrative order, lien, or levy.

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

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

1 misappropriation of the assets or resources of the elderly
2 person or person with a disability by undue influence,
3 breach of fiduciary relationship, intimidation, fraud,
4 deception, extortion, or the use of assets or resources in
5 any manner contrary to law. A bank, a mandated reporter,
6 or other persons ~~or person~~ furnishing information pursuant
7 to this item (16) shall be entitled to the same rights and
8 protections as persons ~~a person~~ furnishing information
9 under the Adult Protective Services Act and the Illinois
10 Domestic Violence Act of 1986.

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

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

17 (B) maintaining or servicing a customer's account
18 with the bank; 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 customer.

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

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

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

3 (18.5) The furnishing of information to any person on
4 a list submitted and periodically updated by a customer
5 who is an elderly person or person with a disability, if
6 there is suspicion by the financial institution that the
7 customer has been or may become a victim of financial
8 exploitation. For purposes of this item (18.5), the terms
9 "elderly person", "person with a disability", and
10 "financial exploitation" have the meanings given to those
11 terms in item (16). The financial institution may convey
12 the suspicion to any of the following persons, if the
13 person is not the suspected perpetrator: (i) any person on
14 the list; (ii) any co-owner, additional authorized
15 signatory, or beneficiary on the account of the member; or
16 (iii) any person known by the financial institution to be
17 a family member, including a parent, spouse, adult child,
18 or sibling. When providing information under this item
19 (18.5), the financial institution may pause the
20 transaction in accordance with the account holder
21 agreement or similar documents and shall limit the
22 information and only disclose that the financial
23 institution has cause to suspect that the customer may be
24 a victim or target of financial exploitation and the basis
25 or bases of the financial institution's reasonable
26 suspicion, without disclosing any other details or

1 confidential information regarding the financial affairs
2 of the customer. Any disclosure made pursuant to this
3 subsection shall comply with all other privacy laws and
4 legal prohibitions, including confidentiality
5 requirements for suspicious activity reports. The
6 financial institution may rely on information provided by
7 the customer in compiling the list of contact persons.

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

16 (B) (1) For purposes of this paragraph (19) of
17 subsection (b) of Section 48.1, a "private label credit
18 program" means a credit program involving a financial
19 institution and a private label party that is used by a
20 customer of the financial institution and the private
21 label party primarily for payment for goods or services
22 sold, manufactured, or distributed by a private label
23 party.

24 (2) For purposes of this paragraph (19) of subsection
25 (b) of Section 48.1, a "private label party" means, with
26 respect to a private label credit program, any of the

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

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

- 11 (1) have the customer's signature notarized;
- 12 (2) be signed by at least one witness who
13 certifies that he or she believes the customer to be of
14 sound mind and memory;
- 15 (3) be tendered to the bank at the earliest
16 practicable time following its execution,
17 certification, and notarization;
- 18 (4) specifically limit the disclosure of the
19 customer's financial records to the Department; and
- 20 (5) be in substantially the following form:

21 CUSTOMER CONSENT AND AUTHORIZATION
22 FOR RELEASE OF FINANCIAL RECORDS

23 I, , hereby authorize
24 (Name of Customer)

1
2

(Name of Financial Institution)

3
4

(Address of Financial Institution)

5 to disclose the following financial records:

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

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

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

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

1

2 (Date) (Signature of Customer)

3

4

5 (Address of Customer)

6

7 (Customer's birth date)

8 (month/day/year)

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

20 Dated:

21 (Signature of Witness)

1
2 (Print Name of Witness)

3
4
5 (Address of Witness)

6 State of Illinois)
7) ss.
8 County of

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

17 Dated:
18 Notary Public:
19 My commission expires:

20 (B) In no event shall the bank distribute the
21 customer's financial records to the long-term care

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

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

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

1 photostatic or electronic copy of a properly executed
2 consent and authorization.

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

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

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

11 (F) For purposes of this paragraph (20), "Department"
12 means the Department of Human Services and the Department
13 of Healthcare and Family Services or any successor
14 administrative agency of either agency.

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

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

22 (c) Except as otherwise provided by this Act, a bank may
23 not disclose to any person, except to the customer or his duly
24 authorized agent, any financial records or financial
25 information obtained from financial records relating to that
26 customer of that bank unless:

1 (1) the customer has authorized disclosure to the
2 person;

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

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

11 (d) A bank shall disclose financial records under
12 paragraph (2) of subsection (c) of this Section under a lawful
13 subpoena, summons, warrant, citation to discover assets, or
14 court order only after the bank sends a copy of the subpoena,
15 summons, warrant, citation to discover assets, or court order
16 to the person establishing the relationship with the bank, if
17 living, and, otherwise the person's personal representative,
18 if known, at the person's last known address by first class
19 mail, postage prepaid, through a third-party commercial
20 carrier or courier with delivery charge fully prepaid, by hand
21 delivery, or by electronic delivery at an email address on
22 file with the bank (if the person establishing the
23 relationship with the bank has consented to receive electronic
24 delivery and, if the person establishing the relationship with
25 the bank is a consumer, the person has consented under the
26 consumer consent provisions set forth in Section 7001 of Title

1 15 of the United States Code), unless the bank is specifically
2 prohibited from notifying the person by order of court or by
3 applicable State or federal law. A bank shall not mail a copy
4 of a subpoena to any person pursuant to this subsection if the
5 subpoena was issued by a grand jury.

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

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

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

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

25 Section 10. The Savings Bank Act is amended by changing

1 Section 4013 as follows:

2 (205 ILCS 205/4013)

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

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

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

24 (c) This Section does not prohibit:

25 (1) The preparation, examination, handling, or

1 maintenance of any financial records by any officer,
2 employee, or agent of a savings bank having custody of
3 records or examination of records by a certified public
4 accountant engaged by the savings bank to perform an
5 independent audit.

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

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

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

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

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

1 savings banks or financial institutions or commercial
2 enterprises for the purpose of conducting due diligence
3 pursuant to a purchase or sale involving the savings bank
4 or assets or liabilities of the savings bank.

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

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

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

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

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

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

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

14 (13) The furnishing of information to law enforcement
15 authorities, the Illinois Department on Aging and its
16 regional administrative and provider agencies, the
17 Department of Human Services Office of Inspector General,
18 or public guardians: (i) upon subpoena by the
19 investigatory entity or the guardian, or (ii) as part of a
20 mandated report if there is suspicion by the savings bank
21 or a mandated reporter as defined in Section 2 of the Adult
22 Protective Services Act that a customer who is an elderly
23 person or person with a disability has been or may become
24 the victim of financial exploitation. For the purposes of
25 this item (13), the term: (i) "elderly person" means a
26 person who is 60 or more years of age, (ii) "person with a

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

19 (13.5) The furnishing of information to any person on
20 a list submitted and periodically updated by a customer
21 who is an elderly person or person with a disability, if
22 there is suspicion by the financial institution that the
23 customer has been or may become a victim of financial
24 exploitation. For purposes of this section, the terms
25 "elderly person", "person with a disability", and
26 "financial exploitation" have the meanings given to those

1 terms in item (13). The financial institution may convey
2 the suspicion to any of the following persons, if the
3 person is not the suspected perpetrator: (i) any person on
4 the list; (ii) any co-owner, additional authorized
5 signatory, or beneficiary on the account of the member; or
6 (iii) any person known by the financial institution to be
7 a family member, including a parent, spouse, adult child,
8 or sibling. When providing information under this item,
9 the financial institution may pause the transaction in
10 accordance with the account holder agreement or similar
11 documents and shall limit the information and only
12 disclose that the financial institution has cause to
13 suspect that the customer may be a victim or target of
14 financial exploitation and the basis or bases of the
15 financial institution's reasonable suspicion, without
16 disclosing any other details or confidential information
17 regarding the financial affairs of the customer. Any
18 disclosure made pursuant to this subsection shall comply
19 with all other privacy laws and legal prohibitions,
20 including confidentiality requirements for suspicious
21 activity reports. The financial institution may rely on
22 information provided by the customer in compiling the list
23 of contact persons.

24 (14) The disclosure of financial records or
25 information as necessary to effect, administer, or enforce
26 a transaction requested or authorized by the member or

1 holder of capital, or in connection with:

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

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

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

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

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

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

23 (17) (a) The disclosure of financial records or
24 information related to a private label credit program
25 between a financial institution and a private label party
26 in connection with that private label credit program. Such

1 information is limited to outstanding balance, available
2 credit, payment and performance and account history,
3 product references, purchase information, and information
4 related to the identity of the customer.

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

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

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

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

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

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

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

9 (5) be in substantially the following form:

10 CUSTOMER CONSENT AND AUTHORIZATION
11 FOR RELEASE OF FINANCIAL RECORDS

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

14
15 (Name of Financial Institution)

16
17 (Address of Financial Institution)

18 to disclose the following financial records:

19 any and all information concerning my deposit, savings, money
20 market, certificate of deposit, individual retirement,

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

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

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

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

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

15
 16

(Date)

(Signature of Customer)

17
 18

19
 20

(Address of Customer)

21
 22

(Customer's birth date)

(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
 24 harmless that relies in good faith upon the consent and

1 authorization and incurs a loss because of such reliance.
2 The savings bank recovering under this indemnification
3 provision shall also be entitled to reasonable attorney's
4 fees and the expenses of recovery.

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

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

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

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

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

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

9 (20) ~~(19)~~ The furnishing of financial information to
10 the executor, executrix, administrator, or other lawful
11 representative of the estate of a customer.

12 (d) A savings bank may not disclose to any person, except
13 to the member or holder of capital or his duly authorized
14 agent, any financial records relating to that member or
15 shareholder of the savings bank unless:

16 (1) the member or shareholder has authorized
17 disclosure to the person; or

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

22 (e) A savings bank shall disclose financial records under
23 subsection (d) of this Section pursuant to a lawful subpoena,
24 summons, warrant, citation to discover assets, or court order
25 only after the savings bank sends a copy of the subpoena,
26 summons, warrant, citation to discover assets, or court order

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

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 delivering 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 delivered 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 delivery.

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 required to be reproduced pursuant to a lawful
18 subpoena, warrant, citation to discover assets, or court
19 order.

20 (j) Notwithstanding the provisions of this Section, a
21 savings bank may sell or otherwise make use of lists of names
22 and addresses of persons who have obtained a financial product
23 or service from the savings bank. All other information is
24 subject to the disclosure provisions of this Section. At the
25 request of any person who has obtained a financial product or
26 service from the savings bank, that person's name and address

1 shall be deleted from any list that is to be sold or used in
2 any other manner beyond identification of the person's
3 accounts.

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

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

8 (205 ILCS 305/10)

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

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

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

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

1 or through a financial institution or other entity, or (4) any
2 other item containing information pertaining to any
3 relationship established in the ordinary course of business
4 between a credit union and its member, including financial
5 statements or other financial information provided by the
6 member.

7 (b) This Section does not prohibit:

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

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

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

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

26 (5) Furnishing information concerning the dishonor of

1 any negotiable instrument permitted to be disclosed under
2 the Uniform Commercial Code.

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

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

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

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

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

24 (11) The furnishing of information pursuant to any
25 other statute which by its terms or by regulations
26 promulgated thereunder requires the disclosure of

1 financial records other than by subpoena, summons,
2 warrant, or court order.

3 (12) The furnishing of information in accordance with
4 the federal Personal Responsibility and Work Opportunity
5 Reconciliation Act of 1996. Any credit union governed by
6 this Act shall enter into an agreement for data exchanges
7 with a State agency provided the State agency pays to the
8 credit union a reasonable fee not to exceed its actual
9 cost incurred. A credit union providing information in
10 accordance with this item shall not be liable to any
11 account holder or other person for any disclosure of
12 information to a State agency, for encumbering or
13 surrendering any assets held by the credit union 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 credit union shall have no
19 obligation to hold, encumber, or surrender assets until it
20 has been served with a subpoena, summons, warrant, court
21 or administrative order, lien, or levy.

22 (13) The furnishing of information to law enforcement
23 authorities, the Illinois Department on Aging and its
24 regional administrative and provider agencies, the
25 Department of Human Services Office of Inspector General,
26 or public guardians: (i) upon subpoena by the

1 investigatory entity or the guardian, or (ii) as part of a
2 mandated report if there is suspicion by the credit union
3 or a mandated reporter as defined in Section 2 of the Adult
4 Protective Services Act that a member who is an elderly
5 person or person with a disability has been or may become
6 the victim of financial exploitation. For the purposes of
7 this item (13), the term: (i) "elderly person" means a
8 person who is 60 or more years of age, (ii) "person with a
9 disability" means a person who has or reasonably appears
10 to the credit union to have a physical or mental
11 disability that impairs his or her ability to seek or
12 obtain protection from or prevent financial exploitation,
13 and (iii) "financial exploitation" means tortious or
14 illegal use of the assets or resources of an elderly
15 person or person with a disability, and includes, without
16 limitation, misappropriation of the assets or resources of
17 the elderly person or person with a disability by undue
18 influence, breach of fiduciary relationship, intimidation,
19 fraud, deception, extortion, or the use of assets or
20 resources in any manner contrary to law. A credit union, a
21 mandated reporter, or other persons ~~or person~~ furnishing
22 information pursuant to this item (13) shall be entitled
23 to the same rights and protections as other persons ~~a~~
24 ~~person~~ furnishing information under the Adult Protective
25 Services Act and the Illinois Domestic Violence Act of
26 1986.

1 (13.5) The furnishing of information to any person on
2 a list submitted and periodically updated by a member who
3 is an elderly person or person with a disability, if there
4 is suspicion by the credit union that the member has been
5 or may become a victim of financial exploitation. For
6 purposes of this item (13.5), the terms "elderly person",
7 "person with a disability", and "financial exploitation"
8 have the meanings given to those terms in item (13). The
9 credit union may convey the suspicion to any of the
10 following persons, if the person is not the suspected
11 perpetrator: (i) any person on the list; (ii) any
12 co-owner, additional authorized signatory, or beneficiary
13 on the account of the member; or (iii) any person known by
14 the credit union to be a family member, including a
15 parent, spouse, adult child, or sibling. When providing
16 information under this item (13.5), the credit union may
17 pause the transaction in accordance with the account
18 holder agreement or similar documents and shall limit the
19 information and only disclose that the credit union has
20 cause to suspect that the member may be a victim or target
21 of financial exploitation and the basis or bases of the
22 credit union's reasonable suspicion, without disclosing
23 any other details or confidential information regarding
24 the financial affairs of the member. Any disclosure made
25 pursuant to this subsection shall comply with all other
26 privacy laws and legal prohibitions, including

1 confidentiality requirements for suspicious activity
2 reports. The credit union may rely on information provided
3 by the member in compiling the list of contact persons.
4 The credit union and any employee of the credit union
5 acting in good faith is immune from all criminal, civil,
6 and administrative liability for contacting a person or
7 electing not to contact a person under this item (13.5)
8 and for actions taken in furtherance of that
9 determination, if the determination was made based on a
10 reasonable suspicion.

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

22
23

(Address of Customer)

1
2

3 (Customer's birth date)

4 (month/day/year)

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

7 (20) ~~(19)~~ The furnishing of financial information to
8 the executor, executrix, administrator, or other lawful
9 representative of the estate of a member.

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

14 (1) the member has authorized disclosure to the
15 person;

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

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

24 (d) A credit union shall disclose financial records under
25 item (3) (c) (2) of this Section pursuant to a lawful subpoena,
26 summons, warrant, citation to discover assets, or court order

1 only after the credit union sends a copy of the subpoena,
2 summons, warrant, citation to discover assets, or court order
3 to the person establishing the relationship with the credit
4 union, if living, and otherwise the person's personal
5 representative, if known, at the person's last known address
6 by first class mail, postage prepaid, through a third-party
7 commercial carrier or courier with delivery charge fully
8 prepaid, by hand delivery, or by electronic delivery at an
9 email address on file with the credit union (if the person
10 establishing the relationship with the credit union has
11 consented to receive electronic delivery and, if the person
12 establishing the relationship with the credit union is a
13 consumer, the person has consented under the consumer consent
14 provisions set forth in Section 7001 of Title 15 of the United
15 States Code), unless the credit union is specifically
16 prohibited from notifying the person by order of court or by
17 applicable State or federal law. In the case of a grand jury
18 subpoena, a credit union shall not mail a copy of a subpoena to
19 any person pursuant to this subsection if the subpoena was
20 issued by a grand jury or notifying the person would
21 constitute a violation of the federal Right to Financial
22 Privacy Act of 1978.

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

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

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

16 (Source: P.A. 104-123, eff. 1-1-26; 104-310, eff. 8-15-25;
17 104-403, eff. 1-1-26; revised 9-15-25.)

18 Section 20. The Adult Protective Services Act is amended
19 by changing Sections 2, 3.5, and 8 and by adding Section 16 as
20 follows:

21 (320 ILCS 20/2) (from Ch. 23, par. 6602)

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

24 (a) "Abandonment" means the desertion or willful forsaking

1 of an eligible adult by an individual responsible for the care
2 and custody of that eligible adult under circumstances in
3 which a reasonable person would continue to provide care and
4 custody. Nothing in this Act shall be construed to mean that an
5 eligible adult is a victim of abandonment because of health
6 care services provided or not provided by licensed health care
7 professionals.

8 (a-1) "Abuse" means causing any physical, mental or sexual
9 injury to an eligible adult, including exploitation of such
10 adult's financial resources, and abandonment or subjecting an
11 eligible adult to an environment which creates a likelihood of
12 harm to the eligible adult's health, physical and emotional
13 well-being, or welfare.

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

20 Nothing in this Act shall be construed to mean that an
21 eligible adult is a victim of abuse because of health care
22 services provided or not provided by licensed health care
23 professionals.

24 Nothing in this Act shall be construed to mean that an
25 eligible adult is a victim of abuse in cases of criminal
26 activity by strangers, telemarketing scams, consumer fraud,

1 internet fraud, home repair disputes, complaints against a
2 homeowners' association, or complaints between landlords and
3 tenants.

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

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

13 (a-7) "Caregiver" means a person who either as a result of
14 a family relationship, voluntarily, or in exchange for
15 compensation has assumed responsibility for all or a portion
16 of the care of an eligible adult who needs assistance with
17 activities of daily living or instrumental activities of daily
18 living.

19 (b) "Department" means the Department on Aging of the
20 State of Illinois.

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

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

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

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

7 (1.5) A facility licensed under the ID/DD Community
8 Care Act;

9 (1.6) A facility licensed under the MC/DD Act;

10 (1.7) A facility licensed under the Specialized Mental
11 Health Rehabilitation Act of 2013;

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

14 (3) A home, institution, or other place operated by
15 the federal government or agency thereof or by the State
16 of Illinois;

17 (4) A hospital, sanitarium, or other institution, the
18 principal activity or business of which is the diagnosis,
19 care, and treatment of human illness through the
20 maintenance and operation of organized facilities
21 therefor, which is required to be licensed under the
22 Hospital Licensing Act;

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

25 (6) (Blank);

26 (7) A "community-integrated living arrangement" as

1 defined in the Community-Integrated Living Arrangements
2 Licensure and Certification Act or a "community
3 residential alternative" as licensed under that Act;

4 (8) An assisted living or shared housing establishment
5 as defined in the Assisted Living and Shared Housing Act;
6 or

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

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

26 (f) "Emergency" means a situation in which an eligible

1 adult is living in conditions presenting a risk of death or
2 physical, mental or sexual injury and the provider agency has
3 reason to believe the eligible adult is unable to consent to
4 services which would alleviate that risk.

5 (f-1) "Financial exploitation" means the use of an
6 eligible adult's resources by another to the disadvantage of
7 that adult or the profit or advantage of a person other than
8 that adult.

9 (f-3) "Investment advisor" means any person required to
10 register as an investment adviser or investment adviser
11 representative under Section 8 of the Illinois Securities Law
12 of 1953, which for purposes of this Act excludes any bank,
13 trust company, savings bank, or credit union, or their
14 respective employees.

15 (f-5) "Mandated reporter" means any of the following
16 persons while engaged in carrying out their professional
17 duties:

18 (1) a professional or professional's delegate while
19 engaged in: (i) social services, (ii) law enforcement,
20 (iii) education, (iv) the care of an eligible adult or
21 eligible adults, or (v) any of the occupations required to
22 be licensed under the Behavior Analyst Licensing Act, the
23 Clinical Psychologist Licensing Act, the Clinical Social
24 Work and Social Work Practice Act, the Illinois Dental
25 Practice Act, the Dietitian Nutritionist Practice Act, the
26 Marriage and Family Therapy Licensing Act, the Medical

1 Practice Act of 1987, the Naprapathic Practice Act, the
2 Nurse Practice Act, the Nursing Home Administrators
3 Licensing and Disciplinary Act, the Illinois Occupational
4 Therapy Practice Act, the Illinois Optometric Practice Act
5 of 1987, the Pharmacy Practice Act, the Illinois Physical
6 Therapy Act, the Physician Assistant Practice Act of 1987,
7 the Podiatric Medical Practice Act of 1987, the
8 Respiratory Care Practice Act, the Professional Counselor
9 and Clinical Professional Counselor Licensing and Practice
10 Act, the Illinois Speech-Language Pathology and Audiology
11 Practice Act, the Veterinary Medicine and Surgery Practice
12 Act of 2004, and the Illinois Public Accounting Act;

13 (1.5) an employee of an entity providing developmental
14 disabilities services or service coordination funded by
15 the Department of Human Services;

16 (2) an employee of a vocational rehabilitation
17 facility prescribed or supervised by the Department of
18 Human Services;

19 (3) an administrator, employee, or person providing
20 services in or through an unlicensed community based
21 facility;

22 (4) any religious practitioner who provides treatment
23 by prayer or spiritual means alone in accordance with the
24 tenets and practices of a recognized church or religious
25 denomination, except as to information received in any
26 confession or sacred communication enjoined by the

1 discipline of the religious denomination to be held
2 confidential;

3 (5) field personnel of the Department of Healthcare
4 and Family Services, Department of Public Health, and
5 Department of Human Services, and any county or municipal
6 health department;

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

15 (7) any employee of the State of Illinois not
16 otherwise specified herein who is involved in providing
17 services to eligible adults, including professionals
18 providing medical or rehabilitation services and all other
19 persons having direct contact with eligible adults;

20 (8) a person who performs the duties of a coroner or
21 medical examiner;

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

24 (10) a person who performs the duties of an investment
25 adviser or investment adviser representative, as defined
26 in Sections 2.11 and 2.12b of the Illinois Securities Law

1 of 1953 respectively; ~~advisor.~~

2 (11) a person who performs the duties of a dealer or a
3 salesperson as defined in Sections 2.7 and 2.9 of the
4 Illinois Securities Law of 1953 respectively; or

5 (12) employees of financial institutions who have
6 access to the financial information of the institution's
7 clients. Financial institutions are limited to federally
8 or State-chartered banks, savings banks, savings and loan
9 associations, or credit unions.

10 (g) "Neglect" means another individual's failure to
11 provide an eligible adult with or willful withholding from an
12 eligible adult the necessities of life including, but not
13 limited to, food, clothing, shelter or health care. This
14 subsection does not create any new affirmative duty to provide
15 support to eligible adults. Nothing in this Act shall be
16 construed to mean that an eligible adult is a victim of neglect
17 because of health care services provided or not provided by
18 licensed health care professionals.

19 (h) "Provider agency" means any public or nonprofit agency
20 in a planning and service area that is selected by the
21 Department or appointed by the regional administrative agency
22 with prior approval by the Department on Aging to receive and
23 assess reports of alleged or suspected abuse, abandonment,
24 neglect, or financial exploitation. A provider agency is also
25 referenced as a "designated agency" in this Act.

26 (i) "Regional administrative agency" means any public or

1 nonprofit agency in a planning and service area that provides
2 regional oversight and performs functions as set forth in
3 subsection (b) of Section 3 of this Act. The Department shall
4 designate an Area Agency on Aging as the regional
5 administrative agency or, in the event the Area Agency on
6 Aging in that planning and service area is deemed by the
7 Department to be unwilling or unable to provide those
8 functions, the Department may serve as the regional
9 administrative agency or designate another qualified entity to
10 serve as the regional administrative agency; any such
11 designation shall be subject to terms set forth by the
12 Department.

13 (i-5) "Self-neglect" means a condition that is the result
14 of an eligible adult's inability, due to physical or mental
15 impairments, or both, or a diminished capacity, to perform
16 essential self-care tasks that substantially threaten his or
17 her own health, including: providing essential food, clothing,
18 shelter, and health care; and obtaining goods and services
19 necessary to maintain physical health, mental health,
20 emotional well-being, and general safety. The term includes
21 compulsive hoarding, which is characterized by the acquisition
22 and retention of large quantities of items and materials that
23 produce an extensively cluttered living space, which
24 significantly impairs the performance of essential self-care
25 tasks or otherwise substantially threatens life or safety.

26 (j) "Substantiated case" means a reported case of alleged

1 or suspected abuse, abandonment, neglect, financial
2 exploitation, or self-neglect in which a provider agency,
3 after assessment, determines that there is reason to believe
4 abuse, abandonment, neglect, or financial exploitation has
5 occurred.

6 (k) "Verified" means a determination that there is "clear
7 and convincing evidence" that the specific injury or harm
8 alleged was the result of abuse, abandonment, neglect, or
9 financial exploitation.

10 (Source: P.A. 102-244, eff. 1-1-22; 102-953, eff. 5-27-22;
11 103-329, eff. 1-1-24; 103-626, eff. 1-1-25.)

12 (320 ILCS 20/3.5)

13 Sec. 3.5. Other responsibilities. The Department shall
14 also be responsible for the following activities, contingent
15 upon adequate funding; implementation shall be expanded to
16 adults with disabilities upon the effective date of this
17 amendatory Act of the 98th General Assembly, except those
18 responsibilities under subsection (a), which shall be
19 undertaken as soon as practicable:

20 (a) promotion of a wide range of endeavors for the
21 purpose of preventing abuse, abandonment, neglect,
22 financial exploitation, and self-neglect, including, but
23 not limited to, promotion of public and professional
24 education to increase awareness of abuse, abandonment,
25 neglect, financial exploitation, and self-neglect; to

1 increase reports; to establish access to and use of the
2 Registry established under Section 7.5; and to improve
3 response by various legal, financial, social, and health
4 systems;

5 (b) coordination of efforts with other agencies,
6 councils, and like entities, to include but not be limited
7 to, the Administrative Office of the Illinois Courts, the
8 Office of the Attorney General, the Illinois State Police,
9 the Illinois Law Enforcement Training Standards Board, the
10 State Triad, the Illinois Criminal Justice Information
11 Authority, the Departments of Public Health, Healthcare
12 and Family Services, and Human Services, the Illinois
13 Guardianship and Advocacy Commission, the Family Violence
14 Coordinating Council, the Illinois Violence Prevention
15 Authority, and other entities which may impact awareness
16 of, and response to, abuse, abandonment, neglect,
17 financial exploitation, and self-neglect;

18 (c) collection and analysis of data;

19 (d) monitoring of the performance of regional
20 administrative agencies and adult protective services
21 agencies;

22 (e) promotion of prevention activities;

23 (f) establishing and coordinating an aggressive
24 training program on the unique nature of adult abuse cases
25 with other agencies, councils, and like entities, to
26 include but not be limited to the Office of the Attorney

1 General, the Illinois State Police, the Illinois Law
2 Enforcement Training Standards Board, the State Triad, the
3 Illinois Criminal Justice Information Authority, the State
4 Departments of Public Health, Healthcare and Family
5 Services, and Human Services, the Family Violence
6 Coordinating Council, the Illinois Violence Prevention
7 Authority, the agency designated by the Governor under
8 Section 1 of the Protection and Advocacy for Persons with
9 Developmental Disabilities Act, and other entities that
10 may impact awareness of and response to abuse,
11 abandonment, neglect, financial exploitation, and
12 self-neglect;

13 (g) solicitation of financial institutions for the
14 purpose of making information available to the general
15 public warning of financial exploitation of adults and
16 related financial fraud or abuse, including such
17 information and warnings available through signage or
18 other written materials provided by the Department on the
19 premises of such financial institutions, provided that the
20 manner of displaying or distributing such information is
21 subject to the sole discretion of each financial
22 institution; and

23 (g-1) developing by joint rulemaking with the
24 Department of Financial and Professional Regulation
25 minimum training standards which shall be used by any
26 individual who meets the criteria under paragraphs (10),

1 (11), or (12) of subsection (f-5) of Section 2 ~~financial~~
2 ~~institutions for their current and new employees with~~
3 ~~direct customer contact;~~ the Department of Financial and
4 Professional Regulation shall retain sole visitation and
5 enforcement authority under this subsection (g-1); the
6 Department of Financial and Professional Regulation shall
7 provide bi-annual reports to the Department ~~setting forth~~
8 ~~aggregate statistics on the training programs required~~
9 ~~under this subsection (g-1).~~

10 (Source: P.A. 102-244, eff. 1-1-22; 102-538, eff. 8-20-21;
11 102-813, eff. 5-13-22; 103-626, eff. 1-1-25.)

12 (320 ILCS 20/8) (from Ch. 23, par. 6608)

13 Sec. 8. Access to records.

14 (a) All records concerning reports of abuse, abandonment,
15 neglect, financial exploitation, or self-neglect or reports of
16 suspicious deaths due to abuse, neglect, or financial
17 exploitation and all records generated as a result of such
18 reports shall be confidential and shall not be disclosed
19 except as specifically authorized by this Act ~~or other~~
20 ~~applicable law~~. In accord with established law and Department
21 protocols, procedures, and policies, access to such records,
22 but not access to the identity of the person or persons making
23 a report of alleged abuse, abandonment, neglect, financial
24 exploitation, or self-neglect as contained in such records,
25 shall be provided, upon request, to the following persons and

1 for the following persons:

2 (1) Department staff, provider agency staff, other
3 aging network staff, and regional administrative agency
4 staff, including staff of the Chicago Department on Aging
5 while that agency is designated as a regional
6 administrative agency, in the furtherance of their
7 responsibilities under this Act;

8 (1.5) A representative of the public guardian acting
9 in the course of investigating the appropriateness of
10 guardianship for the eligible adult or while pursuing a
11 petition for guardianship of the eligible adult pursuant
12 to the Probate Act of 1975;

13 (2) A law enforcement agency or State's Attorney's
14 office investigating known or suspected abuse,
15 abandonment, neglect, financial exploitation, or
16 self-neglect. Where a provider agency has reason to
17 believe that the death of an eligible adult may be the
18 result of abuse, abandonment, or neglect, including any
19 reports made after death, the agency shall immediately
20 provide the appropriate law enforcement agency with all
21 records pertaining to the eligible adult;

22 (2.5) A law enforcement agency, fire department
23 agency, or fire protection district having proper
24 jurisdiction pursuant to a written agreement between a
25 provider agency and the law enforcement agency, fire
26 department agency, or fire protection district under which

1 the provider agency may furnish to the law enforcement
2 agency, fire department agency, or fire protection
3 district a list of all eligible adults who may be at
4 imminent risk of abuse, abandonment, neglect, financial
5 exploitation, or self-neglect;

6 (3) A physician who has before him or her or who is
7 involved in the treatment of an eligible adult whom he or
8 she reasonably suspects may be abused, abandoned,
9 neglected, financially exploited, or self-neglected or who
10 has been referred to the Adult Protective Services
11 Program;

12 (4) An eligible adult reported to be abused,
13 abandoned, neglected, financially exploited, or
14 self-neglected, or such adult's authorized guardian or
15 agent, unless such guardian or agent is the abuser or the
16 alleged abuser;

17 (4.5) An executor or administrator of the estate of an
18 eligible adult who is deceased, unless such guardian or
19 agent is the abuser or the alleged abuser;

20 (5) Any A probate court of competent with jurisdiction
21 ~~over the guardianship of an alleged victim~~ for an in
22 camera inspection;

23 (5.5) A guardian ad litem, unless such guardian ad
24 litem is the abuser or alleged abuser;

25 (6) A grand jury, upon its determination that access
26 to such records is necessary in the conduct of its

1 official business;

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

4 (8) A coroner or medical examiner who has reason to
5 believe that an eligible adult has died as the result of
6 abuse, abandonment, neglect, financial exploitation, or
7 self-neglect. The Department ~~provider~~ ~~agency~~ shall
8 ~~immediately~~ provide the coroner or medical examiner with
9 all records pertaining to the eligible adult as soon as
10 practicable;

11 (8.5) A coroner or medical examiner having proper
12 jurisdiction, pursuant to a written agreement between a
13 provider agency and the coroner or medical examiner, under
14 which the provider agency may furnish to the office of the
15 coroner or medical examiner a list of all eligible adults
16 who may be at imminent risk of death as a result of abuse,
17 abandonment, neglect, financial exploitation, or
18 self-neglect;

19 (9) Department of Financial and Professional
20 Regulation staff and members of the Illinois Medical
21 Disciplinary Board or the Social Work Examining and
22 Disciplinary Board in the course of investigating alleged
23 violations of the Clinical Social Work and Social Work
24 Practice Act by provider agency staff or other licensing
25 bodies at the discretion of the Director of the Department
26 on Aging;

1 (9-a) Department of Healthcare and Family Services
2 staff and provider agency staff when that Department is
3 funding services to the eligible adult, including access
4 to the identity of the eligible adult;

5 (9-b) Department of Human Services staff and provider
6 agency staff when that Department is funding services to
7 the eligible adult or is providing reimbursement for
8 services provided by the abuser or alleged abuser,
9 including access to the identity of the eligible adult;

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

14 (11) A caregiver who challenges placement on the
15 Registry shall be given the statement of allegations in
16 the abuse report and the substantiation decision in the
17 final investigative report; and

18 (12) The Illinois Guardianship and Advocacy Commission
19 and the agency designated by the Governor under Section 1
20 of the Protection and Advocacy for Persons with
21 Developmental Disabilities Act shall have access, through
22 the Department, to records, including the findings,
23 pertaining to a completed or closed investigation of a
24 report of suspected abuse, abandonment, neglect, financial
25 exploitation, or self-neglect of an eligible adult.

26 (b) The Department, at its discretion, may provide the

1 records to any person listed under subsection (a) and any
2 professional licensing board or commission, investigatory
3 unit, prosecutorial unit, or similar disciplinary body if any
4 substantiated abuser falls under their purview.

5 (c) All records not generated by the Department, but
6 obtained during the course of an Adult Protective Service
7 investigation or related to an Adult Protective Service case,
8 including, but not limited to, financial records and medical
9 records, shall be confidential and shall not be disclosed
10 except at the Department's sole discretion. As such, these
11 records shall not be disclosed under the Freedom of
12 Information Act. These records may be obtained through
13 intergovernmental agreements with the Department.

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

15 (320 ILCS 20/16 new)

16 Sec. 16. Notification and reporting. By July 1, 2028, the
17 Department shall establish a web-based portal to receive
18 alleged or suspected reports of financial exploitation as well
19 as other reports of alleged or suspected abuse, abandonment,
20 neglect, or self-neglect. The Department may refer the
21 information to law enforcement and state agencies on a
22 case-by-case basis. All information shared shall be maintained
23 for the confidential use of law enforcement and the Department
24 and shall not be disclosed under the Freedom of Information
25 Act. This information access does not entitle any entities to

1 Adult Protective Services records.

2 For the purposes of this Section, "financial exploitation"
3 has the meaning described in subsection (a) of Section 17-56
4 of the Criminal Code of 2012.

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

7 (720 ILCS 5/17-56) (was 720 ILCS 5/16-1.3)

8 Sec. 17-56. Financial exploitation of an elderly person or
9 a person with a disability.

10 (a) A person commits financial exploitation of an elderly
11 person or a person with a disability when he or she stands in a
12 position of trust or confidence with the elderly person or a
13 person with a disability and he or she knowingly:

14 (1) by deception or intimidation obtains control over
15 the property of an elderly person or a person with a
16 disability; or

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

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

1 Class 1 felony if the value of the property is \$50,000 or more
2 or if the elderly person is 70 years of age or older and the
3 value of the property is \$15,000 or more or if the elderly
4 person is 80 years of age or older and the value of the
5 property is \$5,000 or more. The sentencing for attempted
6 financial exploitation of an elderly person or a person with a
7 disability shall not follow the sentencing structure outlined
8 in subsection (c) of Section 8-4 of the Criminal Code of 2012.

9 (c) For purposes of this Section:

10 (1) "Elderly person" means a person 60 years of age or
11 older.

12 (2) "Person with a disability" means a person who
13 suffers from a physical or mental impairment resulting
14 from disease, injury, functional disorder or congenital
15 condition that impairs the individual's mental or physical
16 ability to independently manage his or her property or
17 financial resources, or both.

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

23 (4) "Deception" means, in addition to its meaning as
24 defined in Section 15-4 of this Code, a misrepresentation
25 or concealment of material fact relating to the terms of a
26 contract or agreement entered into with the elderly person

1 or person with a disability or to the existing or
2 pre-existing condition of any of the property involved in
3 such contract or agreement; or the use or employment of
4 any misrepresentation, false pretense or false promise in
5 order to induce, encourage or solicit the elderly person
6 or person with a disability to enter into a contract or
7 agreement.

8 The illegal use or an attempt thereof of the assets or
9 resources of an elderly person or a person with a disability
10 includes, but is not limited to, the misappropriation of those
11 assets or resources by undue influence, breach of a fiduciary
12 relationship, fraud, deception, extortion, or use of the
13 assets or resources contrary to law.

14 A person stands in a position of trust and confidence with
15 an elderly person or person with a disability when he (i) is a
16 parent, spouse, adult child or other relative by blood or
17 marriage of the elderly person or person with a disability,
18 (ii) is a joint tenant or tenant in common with the elderly
19 person or person with a disability, (iii) has a legal or
20 fiduciary relationship with the elderly person or person with
21 a disability, (iv) is a financial planning or investment
22 professional, (v) is a paid or unpaid caregiver for the
23 elderly person or person with a disability, or (vi) is a friend
24 or acquaintance in a position of trust.

25 (d) Limitations. Nothing in this Section shall be
26 construed to limit the remedies available to the victim under

1 the Illinois Domestic Violence Act of 1986.

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

8 (f) Not a defense. It shall not be a defense to financial
9 exploitation of an elderly person or person with a disability
10 or an attempt thereof that the accused reasonably believed
11 that the victim was not an elderly person or person with a
12 disability. Consent is not a defense to financial exploitation
13 of an elderly person or a person with a disability or an
14 attempt thereof if the accused knew or had reason to know that
15 the elderly person or a person with a disability lacked
16 capacity to consent.

17 (g) Civil Liability. A civil cause of action exists for
18 financial exploitation of an elderly person or a person with a
19 disability as described in subsection (a) of this Section. A
20 person against whom a civil judgment has been entered for
21 financial exploitation of an elderly person or person with a
22 disability shall be liable to the victim or to the estate of
23 the victim in damages of treble the amount of the value of the
24 property obtained, plus reasonable attorney fees and court
25 costs. In a civil action under this subsection, the burden of
26 proof that the defendant committed financial exploitation of

1 an elderly person or a person with a disability or an attempt
2 thereof as described in subsection (a) of this Section shall
3 be by a preponderance of the evidence. This subsection shall
4 be operative whether or not the defendant has been charged or
5 convicted of the criminal offense as described in subsection
6 (a) of this Section. This subsection (g) shall not limit or
7 affect the right of any person to bring any cause of action or
8 seek any remedy available under the common law, or other
9 applicable law, arising out of the financial exploitation of
10 an elderly person or a person with a disability or an attempt
11 thereof.

12 (h) If a person is charged with financial exploitation of
13 an elderly person or a person with a disability that involves
14 the taking or loss of property valued at more than \$5,000, a
15 prosecuting attorney may file a petition with the circuit
16 court of the county in which the defendant has been charged to
17 freeze the assets of the defendant in an amount equal to but
18 not greater than the alleged value of lost or stolen property
19 in the defendant's pending criminal proceeding for purposes of
20 restitution to the victim. The burden of proof required to
21 freeze the defendant's assets shall be by a preponderance of
22 the evidence.

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

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

1 (815 ILCS 5/18.5 new)

2 Sec. 18.5. Transactional holds for eligible adults.

3 (a) For the purposes of this Section:

4 "Eligible adult" has the meaning given to that term in
5 Section 2 of the Adult Protective Services Act.

6 "Financial exploitation" has the meaning described in
7 subsection (a) of Section 17-56 of the Criminal Code of 2012.

8 (b) Dealers, salespersons, investment advisers, and
9 investment adviser representatives may issue initial
10 transactional holds if they have a reasonable suspicion that a
11 transaction or disbursement from an account of an eligible
12 adult may involve, facilitate, result in, or contribute to
13 financial exploitation of that eligible adult. Any initial
14 transactional holds done under this Section must be followed
15 by an internal review that satisfies the internal policies of
16 the financial firms that issued the hold.

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

24 (d) The duration of these initial transactional holds is
25 limited to no longer than 15 business days or sooner if the

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

20 (e) Any dealer or investment adviser that employs
21 salespersons and investment advisers conducting an internal
22 review under this Section that results in reasonable suspicion
23 that a transaction or disbursement may involve, facilitate,
24 result in, or contribute to financial exploitation of an
25 eligible adult must notify Adult Protective Services of its
26 findings within 24 hours and share any related documentation.

1 All information shared shall be maintained for the
2 confidential use of law enforcement, the Securities Department
3 of the Office of the Secretary of State, and the Department on
4 Aging and shall not be disclosed under the Freedom of
5 Information Act. This information access does not entitle any
6 entities to Adult Protective Services records.

7 Section 99. Effective date. This Act takes effect July 1,
8 2027."