

House _____ Amendment NO. _____

Offered By _____

1 AMEND Senate Substitute for Senate Committee Substitute for Senate Bill No. 98, Page 1, Section
2 A, Line 3, by inserting after all of said section and line the following:

3
4 "362.424. 1. For purposes of this section, the following terms mean:

5 (1) "Bank", includes any state or federally chartered bank, savings bank, or savings and loan
6 association providing banking services to customers;

7 (2) "Trusted contact", any adult person designated by a bank customer that a bank may
8 contact in the event of an emergency or loss of contact with the customer, or suspected third party
9 fraud or financial exploitation targeting the customer.

10 2. Notwithstanding any other provision of law to the contrary, any bank may report
11 suspected fraudulent activity or financial exploitation targeting any of its customers to a federal,
12 state, county, or municipal law enforcement agency or any appropriate public protective agency and
13 shall be immune from civil liability in doing so.

14 3. Notwithstanding any other provision of law to the contrary, any bank, on a voluntary
15 basis, may offer a trusted contact program to customers who may designate one or more trusted
16 contacts for the bank to contact in the event a customer is not responsive to bank communications,
17 the bank is presented with an urgent matter or emergency involving the customer and the bank is
18 unable to locate the customer, or the bank suspects fraudulent activity or financial exploitation
19 targeting the customer or the account has been deemed dormant and the bank is attempting to verify
20 the status and location of the customer. The bank may establish such procedures, requirements, and
21 forms as it deems appropriate and necessary should the bank opt to implement a trusted contact
22 program.

23 4. Notwithstanding any other provision of law to the contrary, any bank may voluntarily
24 offer customers an account with convenience and security features that set transaction limits and
25 permit limited access to view account activity for one or more trusted contacts designated by the
26 customer.

27 5. No bank shall be liable for the actions of a trusted contact.

28 6. No bank shall be liable for declining to interact with a trusted contact when the bank, in
29 good faith and exercising reasonable care, determines that a trusted contact is not acting in the best
30 interests of the customer.

Action Taken _____ Date _____

1 7. A person designated by a customer as a trusted contact who acts in good faith and
2 exercises reasonable care shall be immune from liability.

3 8. A customer may withdraw any appointment of a person as a trusted contact at any time
4 and any trusted contact may withdraw from status as a trusted contact at any time. The bank may
5 require such documentation or verification as it deems necessary to establish the withdrawal or
6 termination of a trusted contact.

7 9. No bank shall be civilly liable for implementing or not implementing or for actions or
8 omissions related to providing or administering a trusted contact program.

9 370.245. 1. For purposes of this section, the following terms mean:

10 (1) "Credit union", any state or federally chartered credit union providing financial services
11 to members;

12 (2) "Trusted contact", any adult person designated by a credit union member that a credit
13 union may contact in the event of an emergency or loss of contact with the member, or suspected
14 third party fraud or financial exploitation targeting the member.

15 2. Notwithstanding any other provision of law to the contrary, any credit union may report
16 suspected fraudulent activity or financial exploitation targeting any of its members to a federal,
17 state, county, or municipal law enforcement agency or any appropriate public protective agency and
18 shall be immune from civil liability in doing so.

19 3. Notwithstanding any other provision of law to the contrary, any credit union, on a
20 voluntary basis, may offer a trusted contact program to members who may designate one or more
21 trusted contacts for the credit union to contact in the event a member is not responsive to credit
22 union communications, the credit union is presented with an urgent matter or emergency involving
23 the member and the credit union is unable to locate the member, or the credit union suspects
24 fraudulent activity or financial exploitation targeting the member or the account has been deemed
25 dormant and the credit union is attempting to verify the status and location of the member. The
26 credit union may establish such procedures, requirements, and forms as it deems appropriate and
27 necessary should the credit union opt to implement a trusted contact program.

28 4. Notwithstanding any other provision of law to the contrary, any credit union may
29 voluntarily offer members an account with convenience and security features that set transaction
30 limits and permit limited access to view account activity for one or more trusted contacts designated
31 by the member.

32 5. No credit union shall be liable for the actions of a trusted contact.

33 6. No credit union shall be liable for declining to interact with a trusted contact when the
34 credit union, in good faith and exercising reasonable care, determines that a trusted contact is not
35 acting in the best interests of the member."; and

36
37 Further amend said bill by amending the title, enacting clause, and intersectional references
38 accordingly.